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Contents.

Cases Reported this Week.

Current Topics.

Laudatory Epithets as Trade-marks.

ON THE 18th inst. the Court of Appeal (the Master of the Rolls and FLETCHER MOULTON and FARWELL, L.JJ.) gave judgment in the three trade-mark cases which raised for the first time in that court the question of the construction of section 9 (5) of the Trade Marks Act, 1905. The matter is one of such importance that we propose, later on, to discuss it in detail. At present we content ourselves with stating that it is now settled, subject, of course, to the possibility of an appeal to the House of Lords, that a mere laudatory epithet will not be allowed to be registered as a trade-mark.

The Reform of Criminal Procedure in France.

A BILL has been laid before the Chamber of Deputies in France for the reform of the existing criminal procedure by abolishing cross-examination of the prisoners at the trial by the presiding judge. This procedure is not founded on any express enactment of the law. It is an extension of the provisions of clause 268 of the Code of Criminal Instruction, by which the President is invested with a discretionary power by virtue of which he may adopt any course which he may think useful for the discovery of truth. This brief enactment is hardly a sufficent justification for the attitude which the President has hitherto adopted with regard to the person whose guilt is in question. An experiment has already been made at the Court of Assizes of a change in the procedure by which the interrogation of the prisoner is resigned by the President to the public prosecutor. The result of this experiment is said to have been wholly satisfactory; and, so far as can be ascertained, an amendment of the law would be welcomed by the whole body of criminal practitioners in the French courts.

The Public Trustee as Army Custodian.

THE FORAY of the Public Trustee among the Bishops having apparently resulted in the capture of little spoil, he has now turned his attention to the army. He has issued to Commanding Officers a circular (headed with the Royal Arms) stating that he has been led to think that his services with respect to the trusteeship of the mess plate, pictures, &c., of a regiment might be welcome if the fact that he was able to act in such a

capacity were known. It has been pointed out to him "by the officers of a well-known and distinguished regiment" that it will be a great advantage to them if their plate and pictures, the property of the mess, "can be placed in the hands of a permanent trustee (especially one whose integrity is guaranteed by the State) who will never die and will be always accessible from any part of the world." He unfortunately omits to state how mess plate in constant use can be "placed in his hands," or what duties with regard to it are to be performed by him. Still, an official who can select specialist doctors and tombstones (bearing "the holy dove") for his clients, cannot be at a loss to find employment in the mess room, and, after mature consideration, we have come to the conclusion that a sympathetic young man in the office will have to be detailed to act as butler, and clean the plate, and keep an eye on it during use, and lock it up when not in use. It may be a little awkward if the regiment is ordered, say, to India, but the official butler (integrity guaranteed by the State) will no doubt have to follow his trust property, to protect it on the way and at the place of destination. It may also give rise to unpleasantness if the official butler declines to place the plate on the mess table, if his eagle eye should detect an evil-looking attendant (integrity not guaranteed by the State) present in the mess room. But this will be his plain duty as custodian of the plate.

Ways and Means Resolutions.

IN OUR article of last week on "Ways and Means Resolutions in the Courts" we mentioned specifically customs duties only, because the early collection of custom duties is the standing instance of the Ways and Means resolutions being acted on at once without waiting for statutory authority, and also because no case appears to be reported in which any other tax has, in very modern times, been challenged in the courts as invalid for want of an Act of Parliament imposing it. As a matter of fact, of course, under the House of Commons resolutions of the present year, all the new taxes are being collected at this very moment. Only on Monday night (November 22nd) the Lord Chancellor, in answering the speech of Lord LANSDOWNE, who opened the attack on the Budget in the House of Lords, said: "Let me tell the noble marquis what money is now being raised by virtue of the resolutions of the House of Commons passed earlier in the year—the whole of the income tax, the whole of the tea duty, the new or additional taxes upon land, spirits, tobacco, licences, motors, death duties, and stamps." With respect to many of these taxes there is not nearly so much to be said in favour of their ante-statutory collection as in the case of custom duties. But for the prompt collection of the latter it is notorious that immense stocks of merchandize would be poured into the country in anticipation of the coming increase of duty, with the result of an enormous loss to the revenue. But people are not going to die before their time in order to defraud the Exchequer! As regards liability to refund duty and taxes of every kind, the Government of to-day is in precisely the same position as the Government of 1842, when the action of *Barrow* v. *Arnaud* was brought. In particular, as is pointed out by a correspondent, the anomaly of the Probate Registrar, an officer of the court, in effect compelling applicants for probate of wills and letters of administration to pay increased death duty simply on the bidding of the Executive, is a very remarkable anomaly in a constitutionally-governed country.

The Law of Distress Amendment Act, 1908.

THE JUDGE of the Bloomsbury County Court had recently to deal with one of the first cases under the Law of Distress Amendment Act, 1908—the drafting of which leaves much to be desired. By section 1 of the Act, "if any superior landlord shall levy a distress on any furniture, goods or chattels of . . . (*b*) any lodger, or (*c*) any other person whatsoever, not being a tenant of the premises or any part thereof, for arrears of rent, such . . . other person may serve the landlord or his bailiff with a declaration in writing setting forth that the tenant has no interest in the goods so distrained, and that they are the property of such other person as aforesaid. If the landlord (or his bailiff) proceed with the distress after being served with the declaration, he is to be deemed guilty of an illegal distress, and is to be liable to an action at the suit of such other person, in which action the truth of the declaration may be inquired into. By section 4, the Act is not to apply (1) to goods belonging to the husband or wife of the tenant whose rent is in arrear, nor to goods comprised in any hire-purchase agreement made by such tenant, nor to goods in the possession, order, or disposition of such tenant by the consent and permission of the true owner. The action was brought for the illegal distress of a piano, the plaintiffs having served a declaration that it was their property upon the defendant. The piano was hired from the plaintiffs by a Miss LEEDS, an infant, and daughter of the tenant. The hiring was under a written agreement. This agreement was signed by the daughter and her mother, the mother stating that she signed as guarantor only, her daughter being under age. It was contended for the defence that the piano had really been hired by the wife of the tenant, and that the distress was not illegal. The judge, after carefully examining the evidence, came to the conclusion that the effect of the agreement was to make the daughter the hirer of the piano, the mother being only guarantor, and that the defendant was liable for an illegal distress under the Act.

Redemption After Foreclosure Order Nisi.

IT WOULD be singular if the creation of incumbrances on an equity of redemption after an order *nisi* for foreclosure could be made the ground for extending the period fixed for redemption, and it has been held by WARRINGTON, J., in *Re Parbola* (*Limited*) (1909, 2 Ch. 437) that this is not so. In that case a mortgage of land was made by the company to the plaintiff in 1906 to secure £20,000, and in February of the present year the plaintiff commenced the action to realize his security. On the 16th of March an order *nisi* was made for foreclosure, and a period of six months was allowed for redemption. In April a creditor of the company obtained judgment for some £4,000, and also the appointment of a receiver by way of equitable execution, subject to the rights of prior incumbrancers. He thereupon applied to be made defendant in the mortgagee's action and to be allowed a further time for redemption. The former part of the application was granted in accordance with the order in *Campbell* v. *Holyland* (7 Ch. D. 166), but the learned judge observed that to make an order giving further time to redeem would be entirely contrary to the practice of the court. The position in a foreclosure suit of incumbrancers who have become such since the order *nisi* was dealt with by GRANT, M.R., in *Bishop of Winchester* v. *Paine* (11 Ves. 194), and it was pointed out that subsequent incumbrancers were in no better position under such circumstances than other persons who acquire a title *pendente lite*. "Ordinarily," said the Master of the Rolls, "it is true the decree of the court binds only parties to the suit. But he who purchases during the pendency of the suit is bound by the decree that may be made against the person from whom he derives title. The litigating parties are exempted from the necessity of taking any notice of a title so acquired." Otherwise, he added, suits would be interminable. Hence, while a person becoming interested in an equity of redemption after a foreclosure order *nisi* is entitled to the benefit of the period allowed for redemption, he is not entitled to any extension of this period.

Reverter of Site of a National School.

THE DECISION in *Attorney-General* v. *Shadwell* (*Times*, November 16th) is one of considerable importance. In 1898 a grant of a piece of land was made, under the authority of the School Sites Acts, to the ministers and churchwardens of the parish on the ordinary trusts of a national school, with power for the principal officiating minister to "use, or direct the premises to be used, for the purposes of a Sunday-school under his exclusive control and management." From the time of the erection of the school buildings until the summer holidays in 1907 the land and the buildings thereon were used as a public elementary school. As from that time the premises ceased to be used for the purposes of a school except as a Sunday-school, such latter user being by the permission of the defendant SHADWELL, who claimed that under the provisions of the Schools Sites Acts the premises had reverted to the estate of which they originally formed part and

of which he was tenant for life. It will be remembered that the Act contains a provision for the reverter of land granted under the powers of the Act "on its ceasing to be used for the purposes in this Act mentioned." The dispute was whether, as claimed by Mr. SHADWELL, the premises had ceased to be used for the purposes in the Act mentioned on their ceasing to be used as a day school, this being the only purpose for which in substance the grant was made, or whether—as claimed by the Attorney-General—the user of the premises as a Sunday-school was a user for the purposes of the education of poor persons in religious knowledge, and that, this being one of the purposes of the Act, no reverter had taken place. After discussing *Attorney-General* v. *Edalji* (1907, 97 L. T. 292), *Attorney-General* v. *Price* (the Caerphilly school case) (24 T. L. R. 761) and *Re Waring* (1907, 1 Ch. 166), the learned judge came to the conclusion that the words in the Act, "the purposes in this Act mentioned," must mean the purposes for which the land was devoted by the grantor in the present case, *i.e.*, for the purposes of a day school to be carried on according to the principles and in furtherance of the object of the National Society, and that the mere holding of a Sunday-school did not fulfil that purpose. We venture to doubt the correctness of the decision. It appears to us that this is the common case of property being vested in trustees upon certain trusts, one of which was to allow the minister to use the premises as a Sunday-school. If this view is correct, the premises did not cease to be used for the purposes of the Act, whether those purposes are—as was held by the learned judge—the purposes for which the land was devoted by the grantor, or are all the purposes named in the Act.

The Registration of Restrictive Conditions.

THE RECENT decision of WARRINGTON, J., in *Wille* v. *St. John* (*ante*, p. 65) is important with regard to the effect of the registration of restrictive covenants under section 84 of the Land Transfer Act, 1874, and it has been held that the fact of registration does not render the covenants enforceable as between purchasers *inter se* upon the footing of the land being subject to a common building scheme. The covenants, if enforceable in this manner at all, must be enforceable apart from registration. Under the section, as amended by Schedule I. to the Act of 1897, restrictive conditions may be at any time registered against registered land, and "the first proprietor and every transferee, and every other person deriving title from him, shall be deemed to be affected with notice of such condition." In the present case fourteen acres of a settled estate were in 1903 conveyed to one HOLMES by a deed which imposed certain restrictive conditions purporting to bind the purchaser and his assigns in favour of the vendors and their assigns. These included a condition against the erection of buildings other than private dwelling-houses. Shortly after this conveyance, HOLMES was registered as proprietor of the whole fourteen acres, but the conditions were not then registered. On the 6th of April, 1905, HOLMES transferred part of the land to the plaintiff, subject to a covenant for the observance of the existing and certain further conditions, and on the same day he caused the conditions in the deed of 1903 to be registered. On the 12th of April the transfer of the plaintiff's plot was registered, and on the register were inserted the conditions in the transfer to him. Subsequently, HOLMES transferred another part of the land to the defendants subject to the conditions of 1903, but with permission, so far as he was concerned, to erect a Roman Catholic church. The plaintiff sought to restrain such erection as a breach of conditions mutually binding and enforceable between himself and the defendants. To constitute a common building scheme, it has been recently laid down in the Court of Appeal, there must be the creation of reciprocal rights and obligations extending over a defined area: *Reid* v. *Bickerstaff* (1909, 2 Ch. 305). Apparently the imposition on the plaintiff, by the conveyance to him in 1905, of the existing and other conditions did not, in the opinion of the learned judge, raise a reciprocal obligation against the vendor, so that this definition of a building scheme was not satisfied. In his view the plaintiff's claim could only be supported, if at all, on the ground of some special efficacy attaching to registration under section 84, but he held that the enforceability of the conditions, as between transferees of different parts of the land, was not enlarged by the registration. At the same time, it must be recognized that the registration of conditions affecting a defined area, and the subsequent sale of part to a purchaser subject to the conditions, goes very near to imposing a reciprocal obligation on the remainder of the land, and the present decision is possibly open to review.

Exchequer and Treasury Bills.

WHAT IS an "Exchequer Bill"? and what is a "Treasury Bill"? It has been recently suggested that, in the event of the rejection of the Finance Bill by the House of Lords, the Chancellor of the Exchequer may be compelled to raise money for the current expenditure of the kingdom by the issue of Treasury Bills, but we believe that there are not many persons who have any exact knowledge of the form and effect of either Exchequer or Treasury Bills. These documents, in the first place, are not within the ordinary definition of bills of exchange. They are not unconditional orders for the payment of money, but orders for the payment of money out of a particular fund. This will be seen by reference to the form of Exchequer Bill in *Brandas* v. *Barnett* (12 Cl. & F. 787), which is as follows . . . . "This Bill entitles ——— or order to one thousand pounds and interest after the rate of 2½ per cent., payable out of the first aids of the supplies to be granted on the next session of Parliament." If the blank in the name of the payee is not filled up, the Bill is payable to bearer, and at the foot of the Bill the name "J. NEWPORT" (Permanent Secretary) is engraved in the same way as that of the chief cashier of the Bank of England on Bank of England notes. The floating debt of the nation was raised by these Bills until the last Ministry of Mr. DISRAELI, when it was found that they had fallen out of favour with the public, who preferred the securities of railways and other undertakings, and it was thought expedient to issue a document bearing as much resemblance as possible to a commercial bill of exchange. It was accordingly enacted by the Treasury Bills Act, 1877, that, where the Treasury have authority by Act of Parliament to raise money by the issue of Exchequer Bills or Treasury Bills, they may, if they think fit, raise money by the issue of Bills in the prescribed form in the manner and at the date therein mentioned; the date to be not more than twelve months from the date of the Bill. The form so prescribed is substantially as follows: "This Treasury Bill entitles ——— or order to payment of . . . . pounds at the Bank of England out of the Consolidated Fund of the United Kingdom on the . . . . " At the foot is the signature of the Secretary of the Treasury. The Bills are issued under discount, and falling due at regular intervals, are readily received in the money market. The constitutional safeguard against an excessive issue is the requirement, in section 8 of the Act, that the Bills are only to be issued by the Bank of England under the authority of a warrant from the Treasury, countersigned by the Comptroller and Auditor-General.

Predictions as to Judges.

A CORRESPONDENT of the *Times* says you can never be sure how a man will turn out as a judge. This is a statement the truth of which no one is better able to affirm than the editor of a legal journal. Looking back over some years of comment on newly-appointed judges, he is obliged to admit that he has sometimes questioned appointments which have proved fairly good and applauded appointments which have not proved satisfactory. Yet in all cases care has been taken to ascertain the characteristics and reputation at the bar of the new judge, and wherever practicable, these have been stated by writers who have had personal opportunities of forming an opinion. How does this happen? It is a platitude to say that it is owing to the different functions performed by the advocate and the judge, and that the newly-appointed judge cannot always throw off his habits as advocate and look with an even eye at both sides of a case. Still, some of the best judges we have had have been those who had little experience as advocates and trained themselves as judges while on the bench. It was said of an eminent member of the supreme tribunal, now deceased, that he learnt both his law and his judicial habit of mind after his appointment. But we have sometimes wondered whether the fact that the judge on his appointment is

cut off from the assistance of clever "devils" has anything to do with the matter. We have heard it said that it matters little who are law officers of the Crown for the time being; they can always have their work done for them by men of proved ability in their several branches of business. The judge who has been accustomed when at the bar to have all his cases worked up for him must feel somewhat "alone in the dark" when a complicated and difficult matter comes before him requiring careful and minute examination of facts and law.

A County Court Poor's Box.

THE ORIGIN of a poor's box is lost in antiquity. Such boxes are to be found in, or near, the more ancient of the Christian Churches, but they were not unknown in dwelling-houses. Mr. PEPYS tells us in his Diary how he went to the pewterers to buy "a poore's box to put my forfeits in upon breach of my late vows." The poor boxes in the courts of the metropolitan police magistrates have probably existed beyond living memory. The learned magistrates who administer these funds become acquainted in the course of their duties with innumerable cases of destitution and distress, and acquire valuable experience in dealing with the claims which are brought to their notice. It is now proposed to introduce these boxes into the county courts. An appeal has just been made by the judge of the Lambeth County Court for the establishment of a county court charitable fund, devoted solely to the relief of those whose poverty is discovered by the court, either on the hearing of cases or on enforcement of orders by execution or otherwise. It is stated that instances of destitution, chiefly among members of the labouring classes who are struggling to work but are crushed by adversity, owing to accident, sickness, slackness of employment, &c., are constantly arising, involving, not only themselves, but their wives and children. In such cases a very small sum judiciously expended often effects great results, which without a fund like this could not be accomplished. The large number of separate charities in London, and the principal English cities, is thought by many to tend to the increase of pauperism, but a charity which is administered under the supervision of a local court is less likely to be abused than those which are more removed from public view.

The Chancellor of the Exchequer and the Nomination of Sheriffs.

ONE OF the least onerous of the duties of the Chancellor of the Exchequer is to preside annually at the nomination of sheriffs for the different counties of England and Wales. Several eminent politicians, including Mr. GLADSTONE, Lord SHERBROOKE and Sir WILLIAM HARCOURT, have within the memory of those still living taken their seat in the King's courts and listened to the excuses of those who would prefer to be relieved from the trouble and expense incidental to the office of sheriff. The Chancellor of the Exchequer, though nominally acting as president of a tribunal composed of himself and several of the judges, has generally to ask for some explanation of the duties of his office. Mr. LLOYD GEORGE was, however, in a position of some advantage. The pronunciation of Welsh names, when it became necessary to refer to Welsh counties, was a task of great difficulty to some of those concerned in the nomination. This difficulty often arises upon other occasions than those of the nomination of sheriffs, and is not easily overcome. The Chancellor was, however, able to render valuable assistance to those who were struggling with what appeared to them to be superfluous consonants, and the business of the court proceeded without interruption.

The Dangers of the Cricket Ground.

MR. BEVEN, in his valuable work on Negligence, while discussing an alleged obligation on the part of a railway company to screen the line of railway from a neighbouring road, observes that the assertion of such a duty might lead to serious inconvenience affecting, "except in extreme loneliness, games of football and cricket." An action has recently been heard by the judge of the Manchester County Court in which the defendants were members of the committee of a cricket club. One of the defendants, while playing a game at cricket, struck a ball over the boundary fence and hit and injured the plaintiff, a poultry farmer, who was feeding his poultry near the enclosure. It was contended that there was no evidence of negligence, and that the accident might happen in any cricket ground in the country. The judge, however, expressed his opinion that in any such case there was nothing to justify what must be taken to be a nuisance. He reserved his judgment, which will be read with interest as dealing with the question how far such an accident is subject to the law of trespass.

Consolidation of Securities in Bankruptcy.

THE decision of the Court of Appeal in *Re Pearce* (1909, 2 Ch. 492) gets rid of a very singular extension of the doctrine of consolidation of mortgages which was introduced recently in *Pearce* v. *Bullard, King, & Co.* (1908, 1 Ch. 780). It is familiar, of course, that in bankruptcy a secured creditor cannot prove until he has realized or valued his security, and he can then only prove for the balance after crediting the debtor with the proceeds of realization or the amount of the valuation. The effect of his valuing the security is to break up his debt into a secured debt and an unsecured debt. Thus if the debt is £1,500 secured on property which the creditor values in the bankruptcy at £1,000, he is thereafter entitled to hold the property as security for £1,000, and the £500 ranks as an unsecured debt in respect of which he can prove and receive a dividend. Now, suppose that the debtor arranges to pay a composition, and obtains an annulment of the bankruptcy and the revesting of his property in himself. It was contended in *Pearce* v. *Bullard, King, & Co.* (*supra*) that such revesting would not restore to him any interest in the mortgaged property. The effect of the valuation and the subsequent composition and annulment of the bankruptcy was, it was argued, to make the creditor the purchaser of the security at the assessed value, and to preclude any subsequent redemption by the mortgagor.

But this contention is not based on any principle, and it was rejected by JOYCE, J., in *Pearce* v. *Bullard, King, & Co.* (*supra*). Indeed, the above illustration makes it clear that the security continues to be a security only, although for a reduced debt. The secured creditor becomes an unsecured creditor in respect of the provable surplus of his debt over the assessed value of his security, and the payment of a dividend, whether in the bankruptcy or under a composition, extinguishes this unsecured part of the debt. There is then left the reduced secured debt—in the case we put, £1,000. The mortgaged property is still a security only, though a security for £1,000, and no more. In the bankruptcy the trustee is entitled to redeem the property for this sum. Under a composition, when the debtor's property has been revested in himself, he in the same way is entitled to redeem, and still for the same sum—£1,000. In either case there must be added to the reduced secured debt any further sums payable on redemption, such as mortgagee's costs. But the point is that the equity to redeem the property at the assessed value is not lost either in the bankruptcy or under the composition. "Speaking generally," said JOYCE, J., in *Pearce, Bullard, King, & Co.* (*supra*), "and in the absence of any special facts or circumstances, I think that what was merely a security before the composition remains so afterwards, and that the debtor, when his estate is revested in him, becomes entitled to redeem on payment of the assessed value, with interest from the date of the admission of the proof in which the value is assessed and stated."

This view of the effect of a composition on the security of a secured creditor is affirmed by the judgment of the Master of the Rolls in *Re Pearce* (1909, 2 Ch., at p. 503). After the annulment of the bankruptcy, the debtor, he said, is, with reference to the mortgagee, in exactly the same position as before the bankruptcy, except that the provable surplus of his debt is gone. As regards the part of the debt represented by the assessed value of his security, he remains a mortgagor and the creditor remains a mortgagee, and the security, at the reduced amount, retains all the incidents of the original mortgage. But this reveals an error in the passage just quoted from the judgment of JOYCE, J.

If the incidents of the mortgage remain, the creditor must be entitled to interest as mortgagee. In the bankruptcy he cannot prove for any interest accruing after the date of the receiving order. In other words, the receiving order stops interest for the purposes of the bankruptcy. But it is only the provable surplus of the debt which is dealt with in the bankruptcy. If the security stands throughout as a security at the assessed value, then interest runs on it without interruption, and when the debtor claims to redeem after a composition, he must pay interest on the assessed value from the date of the receiving order, and not from the date of the admission of his proof.

In *Re Pearce* (*supra*) this question was argued with respect to payment of premiums on mortgaged policies. Some premiums had been paid after the receiving order, but before admission of the mortgagee's proof; some after such admission. These premiums were payments which the mortgagees were entitled to add to their security (*Re Leslie*, 23 Ch. D. 552), but it was contended that only those paid after the admission of the proof could be allowed. But the Court of Appeal held that, since all the incidents of the mortgage were to be preserved— ubject only to the reduction of the principal of the secured debt to the assessed value of the security—it was necessary to allow the premiums from the date of the receiving order; and that exactly the same consideration applied to interest. The Master of the Rolls pointed out that if the trustee in bankruptcy had been seeking to redeem, the result might have been different by reason of the section 12 of Schedule II. to the Bankruptcy Act, 1883. This provides that where a security is valued, the trustee may at any time redeem it on payment to the creditor of the assessed value. But as against the debtor, and persons claiming under him, who come to redeem after a composition, no question of bankruptcy rules arises. The mortgagee is entitled to stand upon his rights as mortgagee and to add to his security all interest and expenses which have accrued due since the receiving order.

So far we have considered the case of a single debt and a single security. When there are several debts and several securities, the proper course is to value each security separately, and prove separately for the surplus of each debt over the assessed value of the security: *Re Smith and Logan* (2 Man. 70), *Re Morris* (1898, 2 Ch. 413; 1899, 1 Ch. 485). If the creditor has, under his security and the Conveyancing Act, 1881, no right of consolidation, then he must submit to have any one of the securities redeemed at the assessed value. But sometimes the creditor in sending in his proof lumps together his debts and his securities, and then proves for the surplus of the aggregate amount of the debts over the aggregate value of the securities, and in *Pearce* v. *Bullard, King, & Co.* (*supra*), JOYCE, J., held that where this had been done and the trustee had not objected, the effect, after a subsequent composition and annulment of the bankruptcy, was to create as against the debtor or his assignees a right of consolidation, although none had existed before, so that he could not redeem any of the securities at their assessed value without redeeming all, although no right of consolidation existed as regards the original securities. In that case the securities consisted of vendor's liens on shares in ships, and these, it was admitted, were not subject to consolidation. This being so, the debtor, said JOYCE, J., "is not entitled to pick and choose between the several securities, but must redeem all or none."

But, indeed, nothing happens in the course of the composition and the subsequent annulment of the bankruptcy and revesting of the property in the debtor to effect this change in the nature of the securities. Before the bankruptcy these were separate, and, *ex hypothesi*, not subject to consolidation. The only effect of the bankruptcy and subsequent proceedings is that the amounts of the several mortgage debts are reduced. In other respects the securities remain unchanged. They were incapable of consolidation before, they are incapable of consolidation still. The trustee may, in error, allow the debts and securities to be lumped together in the proof, but his doing so cannot alter the incidents of the mortgages. Each is liable to be separately redeemed at the assessed value, and the trustee's departure from strict practice as to proof makes no difference in this respect.

And it is the same where the bankruptcy is not followed by a composition, but remains in the administration of the trustee. Otherwise the trustee by allowing aggregation of debts and securities would create in secured creditors a right of consolidation at the expense of the unsecured creditors. BUCKLEY, L.J., observed that he knew of no authority for such a power in the trustee, and it seems obvious that no such power exists. A creditor may have a large margin of security on one property, and this is available for unsecured creditors. In the absence of any right of consolidation vested in him as mortgagee, he cannot by his mere mode of proof in the bankruptcy capture the surplus to eke out another security he holds which is deficient.

Outside Associations at Elections.

WHILE questions as to the legality of outside associations taking part in contested elections have often been raised in the past, it is probable that matters will be brought to a head at or after the forthcoming general election. The influence of such bodies is great and growing. Not only are they increasing in number, but they have at their command large funds which can be devoted to the payment of speakers and canvassers, and to the dissemination of literature.

As the law stands at present, there is very little that can be done to interfere with these bodies; they have apparently been accepted as inevitable by the various judges who have from time to time been called upon to say anything upon the matter. It is no new question. In many cases where bribery and corruption were the principal offences, the charge of exceeding election expenses by adopting the services of an outside association has been added as a make-weight. Consequently there are some important authorities on the subject.

That the officers of a club or political society may become agents of the candidate is clear. In the *St. George's case* (1896, 5 O'M. & H. 35) Baron POLLOCK said that if the object of a political association were simply to secure the election of a particular individual, it would be difficult, if not impossible, for the candidate to take part in its operations without becoming responsible for its acts during an election. He also said that if its objects were to procure the election of some candidate professing the political views of one of the two great parties which were supposed to divide the country, the candidate, if he attended its meetings, would probably be held to constitute its officers his agents. Having regard to this expression of opinion, it has long been the practice for local political clubs either to dissolve altogether, or cease from active work, during a contested election.

There is a marked difference between the position of a local club or society and that of a national or public association which is not wholly political in its character. Where expenses are incurred by an association of the latter kind, there is little difficulty in establishing that they are not the candidate's election expenses. Thus in the *Walsall Election Petition* (1892, Day's El. Cas. 73) it was held that expenses incurred by the Licensed Victuallers' Association could not be fastened on the candidate. Again, it was held in the *St. George's case* (*supra*) that the Irish Unionist Alliance; a temperance society; a women's suffrage society; a society for the disestablishment of the Church in Wales, and an anti-corn law society might spend money at an election without placing either candidate under any liability. The exact principle was clearly enunciated by Mr. Justice CHANNELL in the *Cockermouth case* (1901, 5 O'M. & H. 156). He there said: "If a man, being interested merely as a Liberal Unionist, for instance, chooses to do things on his own account which do not relieve the candidate from any portion of his election expenses, that is not doing anything in reference to the conduct or management of the election, for no candidate can prevent people who think they would like him to be elected because they think him more in accordance with their own special views, either upon vaccination, or temperance, or any of the other things which people have strong opinions about, from incurring expenses, printing literature, and doing various things in support of his candidature, none of which would come into his expenses."

There appears to be some conflict of judicial opinion on the question whether the expenses of meetings held by outside associations must be included in the candidate's expenses. In

the *Haggerston Petition* (1896, 5 O'M. & H. 9) the court expressed the view that lectures got up by a political association for the purpose of educating the constituency were not necessarily election expenses, even though given to advance the prospects of a particular candidate, and it was stated that the true test was whether the main object of a meeting was to promote the election of the candidate. On the other hand, in the *Lichfield case* (1895, 5 O'M. & H. 33) the expenses of meetings held by a political association after the commencement of the candidature were held to be election expenses.

The fact that refreshments are supplied at political meetings may also place the candidate in a difficulty. In the *Cockermouth case* (1901, 5 O'M. & H. 156) it was held that the expenses of a Liberal Unionist tea held by the association after the commencement of the respondent's candidature, and less than a month before the election, were not part of his expenses, it having been shewn that the association was independent, and that the meeting had been arranged long before. Mr. Justice DARLING, however, said that there would have been great difficulty in satisfying the court that it did not amount to treating. Of course if it could be shewn that an entertainment ostensibly given by an association was really paid for by the candidate, he might be liable. For instance, in the *Rochester case* (1892, Day 116) a conversazione, though given in the name of a political association, was to be paid for by the candidate, and refreshments were to be obtained by producing a ticket which cost threepence. It was proved the refreshments could not have been supplied for the amount which was charged. The court held that the refreshments were supplied in an excessive quantity to influence voters in favour of the candidate, and voided the election for treating by agents. They acquitted the candidate of personal treating.

Kissing the Book.

Now that the Oaths Bill has passed the House of Lords, probably little more will be heard of the ancient and much discussed ceremony of kissing the Book. But before it finally passes away, as it will do in a few weeks, into the obscurity of obsolete forms, perhaps a few lines may here be printed in the interest of historical truth. In the *Contemporary Review* for last April appeared an article written by his Honour Judge PARRY. In this article the writer expressed, in terms of assured certainty, his conviction that this ceremony was no necessary part of the taking of an effectual oath in a court of justice, but was merely a voluntary and unnecessary addition thereto, being in itself nothing more than a formal act expressive of reverence for the Holy Gospels; and in holding this opinion Judge PARRY does not stand alone.

The arguments he adduces in proof of his belief are almost entirely of a negative kind. "No lawyer that I know of has ever suggested that a witness or juror must kiss the Book," is a fair sample of their nature. He mentions "a curious little volume"—printed in 1660—by one T. W., "published for the very purpose of explaining to the ignorant the correct manner in which to administer an oath"; and T. W. says nothing, one way or another, about kissing the Book. *Ergo, &c.* The one little piece of positive evidence which Judge PARRY adduces is a statement by Sir DUDLEY RYDER, A.G., that kissing the Book is no more than a sign, and not essential to the oath.

Now, against this merely negative reasoning and the unsupported *ipse dixit* of Sir DUDLEY RYDER, is there no positive evidence to the contrary adducible? As a matter of fact, there is a good deal, though it needs but very little to outweigh any amount of theorizing based upon negative evidence only. In the Egerton Manuscripts (vol. 656), preserved in the British Museum, there is still to be read an ancient manual of the procedure observed "*devaunt Justices en Baunk ou en Eyre et en Countee et en Court de Baroun.*" This treatise may be assigned with some confidence to the beginning of the fourteenth century. Amongst the matters with which its author deals are the various ways in which a man may fail to "make his law." *Ore est a saver qe meyntemans put hum fayler se fere sa ley.* And one of the ways in which a man may so fail is if he do not kiss the Book after having taken the oath—*si apres ceo qil eyt fet le sement le livere ne beyse ou les moz* (fo. 191).

That this is not an original and unwarranted statement of the writer of this manuscript, but is what one may call a commonplace of the time, is proved by the fact that we find the identical expressions, either in French form or literally translated into the English of the day, in several of the ancient Costumals—in how many of them it is impossible to say, for the number of these rolls still in existence is very large. One example—which we quote from "Borough Customs," edited by the late Miss BATESON for the Selden Society—a book accessible to everybody, and containing other examples—will be sufficient for the purposes of this note. It is from the Costumal of Romney (XIVth century): "Item it is used that in many manere may a man defayle in his law . . . if after that ye have done your lawe ye kys not the Book." These definite statements by ancient authorities seem sufficient to invalidate the deductions which Judge PARRY draws from T. W.'s silence.

It is noteworthy, by the way, that the ancient Scottish Exceptions make no reference to kissing the Book (Acts of Scots Parliament, I., p. 372), and their silence agrees with modern Scottish practice.

W. C. B.

Reviews.

Criminal Law.

A SELECTION OF LEADING CASES IN THE CRIMINAL LAW. WITH NOTES. By HENRY WARBURTON, Barrister-at-Law. FOURTH EDITION. Stevens & Sons (Limited).

This collection of leading cases in the criminal law is a work of great use to those students who intend to acquire more than that superficial knowledge of the subject which is sufficient for ordinary examination purposes. It is also a work which those engaged in the practice of the law may often consult with advantage. The selection of cases honoured with the title "leading" has been made with much skill and discrimination. Three new cases have been promoted to that rank since the last edition of the book was published. These are *Reg.* v. *Vreones* (1891, 1 Q. B. 360), a case on perverting the administration of justice by tampering with samples intended to be used as evidence at an arbitration; *Reg.* v. *Weoland* (1888, 20 Q. B. D. 827), on the unsworn testimony of young children in cases of indecent assault; and *Rex* v. *Penfold* (1902, 1 K. B. 547), on proving previous conviction of persons charged under the Prevention of Crimes Act. 1871. The book has been considerably enlarged by the addition of much new matter in the notes and by references to a number of additional cases.

Old Age Pensions.

OLD AGE PENSIONS ACT, 1908; WITH NOTES, TOGETHER WITH THE STATUTORY REGULATIONS AND OFFICIAL CIRCULARS ISSUED BY THE LOCAL GOVERNMENT BOARDS OF ENGLAND, SCOTLAND, AND IRELAND, AND FINANCIAL INSTRUCTIONS OF THE TREASURY. By D. OWEN EVANS, Barrister-at-Law. WITH AN INTRODUCTION by the Right Hon. D. LLOYD GEORGE, M.P., Chancellor of the Exchequer. Sweet & Maxwell (Limited).

The Old Age Pensions Act is of general interest, but not more so to a lawyer (unless he is over seventy) than to a member of any other profession. This arises from the fact that disputed questions of rights to pension, &c., can only be settled by officials from whose decision there is no appeal whatever. The Act therefore can hardly come before any court of justice; except in the case of some poor old knave who is prosecuted before justices for telling an untruth in his claim for the purpose of getting a higher pension. The scope of this book is fully described on its title page as given above. It will probably be found useful by pension officers and pension committees The Introduction by the Chancellor is merely a few lines of blessing on the Act and on the book.

Agency.

A DIGEST OF THE LAW OF AGENCY. By WILLIAM BOWSTEAD, Barrister at-Law. FOURTH EDITION. Sweet & Maxwell (Limited).

The fact that only two years have elapsed since the third edition of this book was published speaks well for its reputation in the profession. It is a very useful and exhaustive and well-written book, and this edition has been revised and brought up to date by adding references to the recent decisions on the subject. The book is in the form of a code; each article containing a precise statement of the law, and being followed by illustrations from decided cases and by numerous notes. It follows, in fact, the arrangement of Stephen's Digest of the Law of Evidence. We believe the book to be thoroughly reliable and that it well deserves the reputation it has earned.

Books of the Week.

The Laws of England: being a Complete Statement of the Whole Law of England. By the Right Honourable the Earl of HALSBURY, Lord High Chancellor of Great Britain 1885–86, 1886–92 and 1895–1905, and other Lawyers. Vol. X.: Crown Practice, Customs and

Usages, Damages, Deeds and other Instruments, Dependencies and Colonies. Butterworth & Co.

A Treatise on Crimes and Misdemeanours. By Sir Wm. Oldnall Russell, Knt. In Three Vols. Seventh Edition. By William Feilden Craies and Leonard William Kershaw, Barristers-at-Law. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

Reports of Cases Decided by the Railway and Canal Commissioners. By J. H. Balfour Browne, K.C.; Walter H. Macnamara, a Master of the Supreme Court; Ralph Neville, LL.B., and W. A. Robertson, B.A., Barristers-at-Law. Vol. XIII. of Railway and Canal Traffic Cases. Sweet & Maxwell (Limited).

The Law relating to Poisons and Pharmacy, with Notes and Cases, together with Appendices containing the Statutes relating to the Sale of Poisons and the Practice of Pharmacy, and Regulations and Bye-laws made Thereunder, and Leading Cases under the Pharmacy Acts, 1852 to 1908. By W. S. Glyn-Jones, Barrister-at-Law. Butterworth & Co.

Strahan's Leading Cases in Equity. By J. Andrew Strahan, M.A., LL.B., Barrister-at-Law, assisted by W. S. Curtis, Barrister-at-Law. Butterworth & Co.

The Lawyer's Remembrancer and Pocket Book for the Year 1910. By Arthur Powell, K.C. Butterworth & Co.

Correspondence.

Ways and Means Resolutions in the Courts.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Referring to your article on p. 61, there is one aspect of the question which appears to have escaped the writer's attention, and that is with regard to the practice of refusing probate except upon payment of estate duty upon the increased rate authorized by the Budget Resolutions.

The question is, ought the Probate Registrar, an officer of the court, on the requisition of the Executive Government, to refuse probate (the grant of which is a judicial act) except upon payment of duties not authorized by statute?

One would have thought that the interference of the Executive with the judicial action of the courts and their officers had long since ceased.

Henry J. Mead.

116, Jermyn-street, St. James's, S.W., Nov. 23.

[See observations under head of "Current Topics."—Ed. *S.J.*]

Solicitors' Old Papers.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Is it safe or usual for solicitors to destroy old papers? Can any reader tell us what is the recognized practice. A. & Z.

[We shall be glad to hear from our readers as to the above matter. There seems to be no Solicitors' Record Office where old papers can be deposited.—Ed. *S.J.*]

Points to be Noted.

Practice.

Rehearing of Witnesses after an Abortive Criminal Trial.—The High Court has no authority to interfere, during the conduct of a criminal case, with the discretion of a magistrate as to procedure and evidence. A magistrate who had heard part of the evidence for the prosecution in a case of conspiracy fell ill, and the hearing was recommenced before another magistrate. The court refused to interfere with the discretion of the second magistrate to allow some of the witnesses to be recalled for the purpose of having their depositions read over and correcting them if necessary, and submitting to further examination, cross-examination and re-examination, although this course might be described as involving the putting of a long leading question by the examining counsel.—Ex Parte Bottomley (K. B. Div. Ct., March 2) (1909, 2 K. B. 14).

County Court Rules—"Any Order Made by the Registrar."—Under ord. 12, r. 11 (8) of the County Court Rules, 1903 and 1904, where any interlocutory application is made to the registrar, "the judge may vary or rescind any order made by the registrar." Under rule 9 of the same order a plaintiff is to be required in certain cases by the registrar to deposit in court such a sum as the registrar shall direct. Such direction of the registrar is not an order within rule 11 (8), and the county court judge has no power to vary or rescind it.—Porter *v.* London and Manchester Insurance Co. (K. B. Div. Ct., March 4) (53 Solicitors' Journal, 342; 1909, 2 K. B. 30).

Notice to be Served Within Two Days—Sunday.—By the Sunday Observance Act, 1677, s. 6, no person shall execute any process on a Sunday. It was held in *Reg.* v. *Justices of Middlesex* (1848, 17 L. J. M. C. 111) that "process" included notice of appeal against an affiliation order, and that if the statutory period within which notice must be given expired on a Sunday, then Sunday must be excluded, and notice given on the following Monday was good. By section 8 of the Mayor's Court of London Procedure Act, 1857, notice of appeal from the determination or direction of the court in point of law must be given "within two days after such determination or direction." On the authority of *Reg.* v. *Justices of Middlesex*, if the period of two days expires on a Sunday, notice of appeal may be given on the following Monday.—Milch v. Frankau & Co. (K. B. Div. Ct., April 3) (53 Solicitors' Journal, 577; 1909, 2 K. B. 100).

A "Step in the Procedings" under the Arbitration Act.—Under section 4 of the Arbitration Act, 1889, any party to legal proceedings taken in respect of any matter agreed to be referred to arbitration may apply for a stay of proceedings "at any time after appearance, and before delivering any pleadings or taking any other steps in the proceedings." It is a step in the proceedings on the defendant's part to attend before the Master on the plaintiff's summons for directions and to give an undertaking to furnish an account as a term of the summons standing over. Whether an order has actually been made on the summons is immaterial.—Ochs v. Ochs Brothers (Warrington, J., May 21) (53 Solicitors' Journal, 542; 1909, 2 Ch. 121).

Taxation of Costs—Solicitor's Name Not on the Record.—The practice is correctly stated at p. 41 of the Annual Practice, 1909: "Where a party in person engages a solicitor to continue the conduct or defence of an action (ord. 67, r. 7) a notice to that effect must be left at the Central Office . . ." Failure to do this is an irregularity which may affect the right to costs; but where the other side had full notice that a solicitor was acting, and had dealt with the solicitor on that footing, such an irregularity should not prejudice the party's right to have his solicitor's charges taxed.—Mason v. Grigg (C.A., May 21) (1909, 2 K. B. 341).

CASES OF THE WEEK.

House of Lords.

NORTH BRITISH RAILWAY CO. *v.* BUDHILL COAL AND SANDSTONE CO. (LIM.). 1st and 2nd July; 15th Nov.

Railway—Meaning of "Minerals"—Sandstone—Notice of Intention to Work Minerals—Railways Clauses Consolidation (Scotland) Act, 1845 (8 & 9 Vict. c. 33), ss. 70, 71.

"Sandstone" is not a "mineral" within the meaning of section 70 of the Railways Clauses Consolidation (Scotland) Act, 1845.

This was an appeal by the railway company, the plaintiffs in the action, from an interlocutor of the Second Division of the Court of Session (the Lord Justice Clerk (Sir A. Macdonald) and Lord Low, Lord Ardwall dissenting), which adhered to the interlocutory of the Lord Ordinary (Lord Dundas). The case below is reported 46 Sc. L. R. 178. The North British Railway Co. are proprietors of certain lands near Shettleston, acquired for the purpose of their undertaking. The station of Shettleston and various railway lines between Glasgow and Hamilton are situated upon these lands. In regard to certain of the lands all mines of coal, ironstone, slate, or other minerals under the same were excepted out of the conveyances to the company by virtue of the Railways Clauses Consolidation (Scotland) Act, 1845. The respondents were the lessees of certain of these lands, which they held under leases from the appellants, and the question before their lordships' House was whether the respondents had a right to work sandstone as included under "the freestone metals and all other minerals within a depth of 120 feet from the surface," in the terms of the lease. The respondents gave notice of their intention to work the minerals, and the plaintiffs served no counter-notice. The workings resulted in a subsidence near Shettleston Station. The contention for the plaintiffs was that that sandstone was not a mineral within the meaning of the conveyance, and, further, that what was being removed was not sandstone proper at all, but a substratum of hardened sand, which was too soft and friable for building purposes, although after it had been ground down it was of commercial value as moulder's sand. The case having been argued, judgment was reserved.

Lord Loreburn, C., in giving judgment, said only one point was argued before their lordships, whether or not sandstone was a mineral. A great number of cases had been cited which his lordship thought it right to summarize, lest it should be supposed they had been lost sight of. Having referred to these authorities, his lordship said they

were contradictory, and therefore the question was at large so far as this House was concerned. In considering whether sandstone was a mineral within the meaning of section 70 of the Act of 1845, it was as well to look at the purpose which was in view when that Act was passed. The purpose was to enable a railway company to acquire land and build a railroad thereon to carry passengers and goods. Minerals, however, were not to be acquired (except by express agreement). It would be more accurate to say that mines of minerals were not to be acquired, but this distinction need not be dwelt upon here. Now, the leading purpose being to lay the permanent way, how were they to regard this exception of minerals? It could not be better put than in a single sentence which he would quote from Lord Ardwall's opinion. He said: "Any provision inconsistent with the leading purpose for which railway companies are empowered to take land must be viewed as introducing an exception, and falls to be construed strictly, and not extended beyond what the words of exception clearly cover." In many parts of England and Scotland sandstone formed, as here, the substratum of the soil, with, no doubt, other kinds of rock intermixed. If it be a mineral, then what the railway company bought was not a section of the crust of the earth subject to a reservation of minerals, but a few feet of turf and mould, with a right to lay rails upon it, and liable to be destroyed altogether unless the company chose on notice to buy the ordinary rock lying beneath it. If the respondents were entitled to work this substance under this railway, the same must be true of chalk, or clay, or granite, or any other rock which forms the crust of the earth. He was aware that there were expressions of great judges favourable to such a contention. There were also other expressions in a diametrically opposite sense. He declined to adopt so startling a conclusion unless compelled by a decision of this House, from which there was no escape. There was no such decision. In the first place, he thought it was clear that by the words "or other minerals" exceptional substances were designated, not the ordinary rock of the district. In the second place, that in deciding whether or not in a particular case exceptional substances were minerals, the true test was that laid down by Lord Halsbury in *Magistrates of Glasgow* v. *Farie* (13 App. Cas. 657). The court had to determine "what these words meant in the vernacular of the mining world, the commercial world, and landowners" at the time when the purchase was effected, and whether the particular substance was so regarded as a mineral. Accordingly he moved to allow this appeal.

Lord ATKINSON concurred.

Lord GORELL, in concurring, said there was no evidence in the present case that "mines of minerals" were, either at the time of the passing of the Act, or of the conveyance, or are now, understood and used by such parties as including ordinary sandstone, and if this could have been done it was, in his opinion, for the respondents to prove it.

Lord SHAW read a long judgment to the same effect.

Lord LOREBURN mentioned that Lord JAMES expressed his agreement. Appeal allowed. Special order as to costs, as both parties had been partly right and partly wrong in their contentions.—COUNSEL, *Sir Alfred Cripps*, K.C., *Cooper*, K.C., and *Macmillan* (both of the Scots Bar), for the appellants; *Clyde*, K.C., and *C. H. Brown* (both of the Scots Bar), for the respondents. SOLICITORS, *James Watson*, S.S.C., Edinburgh; *John Kennedy*, W.S., Westminster, for the appellants; *Smith & Watts*, W.S., Edinburgh; *John Stewart & Gillies*, Writers, Glasgow; *Ballantyne, McNair, & Clifford*, London, for respondents.

[Reported by ERSKINE REID, Barrister-at-Law.]

WINSTANLEY *v.* NORTH MANCHESTER OVERSEERS.

15th and 16th July; 18th Nov.

POOR RATE—OCCUPATION—CHURCHYARD PROVIDED UNDER CHURCH BUILDING ACTS—LIABILITY OF PARSON TO POOR RATE IN RESPECT OF PROFIT DERIVED FROM BURIAL-GROUND—POOR RATE EXEMPTION ACT, 1833 (3 & 4 WILL. 4, c. 30), s. 1.

A burial-ground which has been duly consecrated is not exempt from rates under the Poor Rate Exemption Act, 1833. *And an incumbent in whom the freehold of such a burial-ground is rested, and who receives a profit from fees in respect of grants of exclusive right of burial and the like therein, is liable as the occupier of the ground to poor rates.*

Decision of the Court of Appeal (1908, 1 *K. B.* 835, 77 *L. J. K. B.* 661) *affirmed.*

The appellant, the Rev. J. A. Winstanley, was the rector and incumbent of All Saints' Church, in the township of North Manchester, and he had been rated "as the owner and occupier of All Saints' Cemetery, the same not being agricultural land," in the sum of £83 10s. as the rateable value. This sum was fixed in respect of certain moneys purporting to have been received by him for "the sale of freehold graves in the said cemetery." The old churchyard of the parish church had been closed under an order as being overcrowded, and two adjoining plots of land had been acquired and consecrated for a burial-ground according to the rites of the Church of England. There was a fixed fee for the performance of burials, and there was also a scale of charges for the purchase of graves in the burial-ground and the erection of monuments, the rector of the parish receiving the income derived therefrom, and there was a balance payable to him after payment of all expenses. The claim of the overseers came before the Recorder of Manchester, and he dismissed it. They appealed to the Divisional Court, who held that there was no precedent for holding the rector liable, and dismissed the appeal. The Court of Appeal decided in favour of the overseers. In their opinion, a rector could rightly be held to have rateable occupation of the burial-ground, and a burial-ground was not exempted from rateability by virtue of the Poor Rate Exemption Act, 1833. The rector appealed.

Lord LOREBURN, C., said he agreed with the judgment of Lord Atkinson, which dealt fully with the arguments, and he need only summarize in a few words his reasons for agreeing with the judgment under appeal. It was clear that cemetery companies were rateable, and he could perceive no difference between that case and the case of a parson in beneficial occupation of a churchyard if he was the occupier. He thought that a parson must be the occupier, because he had the freehold and all interment rights. For the exercise of some, at all events, of these rights he might charge fees. Therefore the occupation was also beneficial. His liability to poor rate depended not on common law, but on statute. And there had been no such construction put upon the statute as to preclude a court from interpreting it as it stood, and, as he agreed with Lord Atkinson in thinking that the profit was incidental to the parson's occupation of the graveyard, and not to his office, though but for the office he would not be the occupant, the judgment appealed from was right, and his appeal failed.

Lord ATKINSON, in his judgment, which was read by the Lord Chancellor, after stating the facts, said that the question for decision was a general one—namely, the rateability of the rector of a parish as the occupier of the parish cemetery in respect of the burial fees claimed and received by him for the interment therein in places designated by him of the deceased inhabitants of such parish and others. That question, in his view, resolved itself into the three following questions: (1) Did the appellant occupy this cemetery for which he was rated? (2) If he did, was his occupation a beneficial one—that was, a thing of value? and (3) What was the measure of that value? Lord Ellenborough, in *Beckwith* v. *Harding* (1 B. & Ald. 508), defined the rector's position in relation to the parish graveyard thus: "The freehold of the graveyard is vested in him. By his induction into his living he has full and entire possession of it, and can maintain an action of trespass in respect of it." In 1868 there was a dispute between the lay rector and impropriator of a certain church and the perpetual curate of the same church. The lay rector claimed the right to depasture the churchyard with sheep, and the curate instituted an action of trespass against him in respect of the assertion of this right. Lord Blackburn, in his judgment, said that the freehold was vested in the rector, and he was entitled to the land, grass, and herbage as any other freeholder, except that his right was diminished to this extent: that he could not desecrate it or use it for any purpose which was inconsistent with its use as a graveyard. Of the perpetual curate he said: "He must likewise have such possession as is necessary for the performance of his sacred duties, but there is no reason in law why the perpetual curate should now have such a possession as to enable him to take the profits arising from the use of the churchyard for secular purposes." And again: "The perpetual curate is no doubt in possession of the churchyard for ecclesiastical purposes—that is to say, for the purposes of burial and the like." His lordship was of opinion that where the rector was not a layman, but was himself the officiating clergyman, he must be entitled to receive fees just as the curate and his predecessors had in fact always received for his and their own use and benefit—fees for brick graves and headstones from time to time opened and put up in the churchyard. Having dealt with several other authorities, including the analogous case of *Grieg* v. *University of Edinburgh* (L. R. 1 A. S. C. P. 348), in which it was held that the University was liable to be rated as occupier of their buildings, the fees paid being taken into account in estimating the value of the occupation, his lordship concluded by saying that it was not seriously disputed that the Poor Rate Act of 1840 left the parson's position as to rateability substantially what it was under the statute of 43 Elizabeth. Much weight seemed to have been given in the Court of Appeal to the circumstance that the parson was named in the statute of Elizabeth, but he was only named as one of the inhabitants—the words were: "Every inhabitant, parson, vicar, and others." He was made rateable for tithes, but only as an "occupier" of tithes. And he did not think the fact that the parson was so named could justify any conclusion that he, any more than any other inhabitant, was rateable on income not derived from, arising out of, or incidental to, the "occupation" of a hereditament within the parish. On the whole, therefore, he was of opinion that the decision of the Court of Appeal was right, and that this appeal should be dismissed, with costs.

Lords MACNAGHTEN, JAMES OF HEREFORD, COLLINS and SHAW concurred, and the appeal was accordingly dismissed with costs.—COUNSEL, *Sir Alfred Cripps*, K.C., *Macmorran*, K.C., *Rhodes*, K.C., and *A. T. Lawrence*, for the appellants; *Edmund Sutton* and *Gordon Hewart*, for the respondents. SOLICITORS, *Rooke & Sons*, for *Orford & Sons*, Manchester; *Chester, Broome, & Griffithes*, for *Crofton, Craven, & Worthington*, Manchester.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

SOUTH-EASTERN RAILWAY CO. *v.* ASSOCIATED PORTLAND CEMENT MANUFACTURERS (1900). No. 2. 5th Nov.

VENDOR AND PURCHASER—RIGHT TO MAKE TUNNEL UNDER LAND SOLD—INTEREST IN LAND—PERPETUITY—CONTRACT ENFORCEABLE AGAINST ORIGINAL COVENANTOR.

On a purchase of land in 1847 *a railway company agreed with the*

vendor that the vendor, his heirs, appointees, and assigns should have the right at any time to make a tunnel beneath the land sold.

Held, that this was a personal contract which was not obnoxious to the rule against perpetuities, and could be enforced against the railway company by the assigns of the original vendor.

This was an appeal from a decision of Swinfen Eady, J. The action was brought by the plaintiffs to restrain the defendants from making any tunnel, archway, or excavation under their branch line running from London to Gravesend. The defendants were assigns of a lease, granted by W. M. Calcraft in 1884, of lands at Northfleet, in Kent, situate on both sides of the railway, with the right of working the chalk under the land; and by that lease it was agreed and declared that during the continuance of the demise the rights and privileges of the lessor under a certain agreement, made in 1847 between the railway company and J. H. Calcraft, the lessor's predecessor in title, should be vested in the lessees. That agreement provided that the company should make a level crossing, and also that if J. H. Calcraft, his heirs, appointees, or assigns should at any time thereafter be desirous that a tunnel or archway should be constructed under the branch railway then in contemplation, where it would pass through the land which the railway company required to purchase, he or they should be at liberty, at his or their own cost, to make it, provided it did not interfere with the railway or impede the traffic, and was made under the direction and to the satisfaction of the company's engineer. The railway company was to be indemnified for any costs, &c., incurred through the making or maintaining of the tunnel, and were not to be required to make any other accommodation works for the use of J. H. Calcraft, his heirs, appointees, or assigns. The conveyance of the land required by the company for the railway was dated the 31st of December, 1847, and by it the right to make the tunnel on the above terms was excepted and reserved to J. H. Calcraft, his heirs, appointees, and assigns. J. H. Calcraft died in 1880, and under his will his son, W. M. Calcraft, became owner of the land through which the railway had been made, and part of it formed the subject of the lease of 1884. The defendants, having worked out the chalk to the north of the railway, proposed to make a tunnel in accordance with the right reserved, but the railway company objected, and after negotiations, during which they claimed £100 a year as rent, they commenced the present action. Swinfen Eady, J., in a considered judgment, came to the conclusion that the defendants had a legal right or easement to make a tunnel, and the action to restrain them consequently failed and must be dismissed with costs. The railway company appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and FARWELL, L.JJ.) dismissed the appeal.

COZENS-HARDY, M.R., said that the only point that had been argued seemed to be reasonably plain. The agreement of 1847 had been entered into by the railway company, who were, if he might use such an expression concerning a corporation, a living covenantor. Suppose that Mr. Calcraft, the original covenantee, had been still alive, what possible objection could there have been to an action by Calcraft against the actual covenantor? His lordship had listened with some amazement to the contention that the rule against perpetuities applied where an action was brought, not against an assignee of the covenantor, but against the covenantor himself; and he had listened with still more amazement when he heard the case of *London and South-Western Railway Co.* v. *Gomm* (1881, 20 Ch. D. 562) cited as an authority for the proposition. In that case the London and South-Western Railway Co. had sold land to Powell, and the conveyance contained the following covenant by Powell: "That he the said G. Powell, his heirs and assigns, owner and owners for the time being of the hereditaments intended to be thereby conveyed, and all other persons who should or might be interested therein, should and would at any time thereafter (whenever the said land might be required for the railway or works of the company), whenever thereunto requested by the company, their successors, or assigns, by a six calendar months' previous notice in writing, to be left as therein mentioned, and upon receiving from the company, their successors, or assigns the said sum of £100 without interest, make and execute to the company, their successors, and assigns, at the expense of the company, a reconveyance of the said hereditaments free from any incumbrances created by the said G. Powell, his heirs, or assigns, or any persons claiming under or in trust for him or them." Powell assigned the land to Gomm, and the London and South-Western Railway brought the action against Gomm, who was not the covenantor and could not be made liable upon the covenant unless it was a covenant which ran with the land. It was held in the Court of Appeal that that action failed, but, far from being an authority for the proposition put forward by the appellants in the present case, it was a distinct authority to the contrary. Kay, J., who decided the case in the court below, said at p. 576: "A contract to buy or sell land and covenants restricting the use of land, though unlimited, are not void for perpetuity." And Sir George Jessel, at p. 580, said: "If it is a bare or mere personal contract it is of course not obnoxious to the rule, but in that case it is impossible to see how the present appellant can be bound. He did not enter into the contract, but is only a purchaser from Powell, who did. If it is a mere personal contract it cannot be enforced against the assignees. Therefore the company must admit that it somehow binds the land." And Lindley, L.J., said at p. 588: "How is Gomm to be bound by the covenant? He did not enter into it; he is not bound at law." Far from that case being an authority that Powell would not have been bound by the covenant, and that the London and South-Western Railway could not have enforced the covenant against Powell, the observations of all the members of the court plainly indicated that in that case there would have been an enforceable covenant against Powell, and the doctrine of perpetuities would have had no application. If, therefore, Calcraft were now alive, there could be no answer to an action by him against the living covenantor claiming his rights under the agreement. The next point was, admitted that Calcraft could have enforced the agreement, he was dead, and it was for the present defendants to make out that they were entitled to the benefit of the covenant as assignees. In his lordship's opinion they did make that out completely. Calcraft had a son who was his universal successor; that was to say, he took both his real and personal property. The son being in this position, granted in 1884 to the predecessors in title of the defendants a lease of a portion of the chalk on each side of the railway. At the end of the lease was a proviso that the rights and privileges of the lessor under the agreement of 1847 with the railway company should vest in the lessees. How could it be said after that that the defendants, as successors of the lessees in whom this agreement was expressly stated to be vested, were not assignees of the covenant, and entitled as such assignees to sue the living covenantor? The case was really very plain. A living covenantor had covenanted with A. B. and his assigns. The defendants were the assignees of the covenant, and they simply asked to enforce the covenant for the purpose of connecting two portions of the demised chalk which were severed by the railway. The view taken by the learned judge in the court below was perfectly right, and the rule against perpetuities had nothing to do with the case. The appeal must be dismissed with costs.

FLETCHER MOULTON and FARWELL, L.JJ., also delivered judgments dismissing the appeal.—COUNSEL, *Micklem*, K.C., and *P. F. Wheeler*; *Macnaghten*, K.C., *MacSwinney*, and *O'Hagan*. SOLICITORS, *John W. Watkin*; *Leonard & Pilditch*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

WEINER *v.* **HARRIS.** No. 2. 18th Nov.

FACTOR—"MERCANTILE AGENT"—AUTHORITY TO PLEDGE—FACTORS ACT. 1889 (52 & 53 VICT. C. 45), SS. 1, 2.

An agent who is entrusted with goods for sale or return on the terms that the goods are not to become his property or be mixed with his stock and that his remuneration shall consist of one half of the profits on the sale of the goods is a mercantile agent within the Factors Act, 1889, *and has, accordingly, authority to pledge the goods, though he may be at the same time carrying on an independent business as a dealer in such goods.*

Hastings *v.* Pearson (1893, 1 *Q. B.* 62) *overruled.*

Appeal from a judgment of Pickford, J. The action was brought to recover articles of jewellery which had been pledged with the defendant as security for an advance to a man named Fisher, and which the defendant said he was entitled to hold because they had been pledged with him by the authority, express or implied, of the plaintiff given to Fisher. The defendant was a money-lender at Cardiff, and it was not disputed that he advanced money upon the articles in question in good faith and without any notice of any disability on the part of Fisher to deal with the goods. In 1904, when Fisher began business on his own account, the plaintiff dealt with him by sending goods on the terms contained in an appro. note under which the property in the goods did not pass to Fisher until they were either paid or charged for. On the 31st of July, 1905, the terms on which the plaintiff and Fisher did business were altered. By a letter of that date it was agreed that the goods should be invoiced to Fisher at cost price, that he was to sell them at the best price obtainable, and, when they were sold, that he should become chargeable, so far as regarded the plaintiff, with the cost price, *plus* half the profit; but his lordship thought that, so far as the passing of the property in the goods to Fisher was concerned, nothwithstanding that Fisher could sell on credit, the effect of the letter of the 31st of July, 1905, as a whole, was substantially the same as the appro. note. The letter also provided that there was to be no partnership between the parties. Pickford, J., after dealing with the evidence at great length, said that he was not satisfied that an authority to Fisher to pledge goods had been established, or that the plaintiff had held out Fisher as having authority. He also came to the conclusion that there was no partnership between the plaintiff and Fisher, and that Fisher was not a mercantile agent entrusted with the goods for sale. In these circumstances his lordship held that the defendant was not entitled to keep the articles of jewellery in question, and that, therefore, judgment must be entered for the plaintiff with costs. The defendant appealed. The sole question argued on the appeal was whether Fisher was or was not a mercantile agent within the Factors' Act, 1889.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and FARWELL, L.JJ.) allowed the appeal.

COZENS-HARDY, M.R., said that the learned judge had found that Fisher had in fact no authority to pledge the goods, and the only point that now arose for consideration was the legal effect of the letter of the 31st of July, upon the terms of which the business relations between the parties were carried on. That involved an important consideration, whether the transaction was an ordinary transaction of goods taken on sale or return, or whether it was a transaction under which Fisher was constituted an agent with authority to sell the goods and bound to account to his principal for the proceeds of sale. In the former case it was plain that the property had never passed from the plaintiff, and Weiner was entitled to recover; the Factors Act, 1889, was out of the question and required no consideration. In the second case the Sale

of Goods Act, 1893, was equally out of the question, and the court had only to consider what was the true effect of the Factors Act. In his lordship's opinion the transaction was not one of goods taken on sale or return. It was plain that by the mere use of a well-known legal phrase a transaction could not be constituted that which was attempted to be described by that phrase. A common instance was when two parties entered into a transaction and declared that there should be no partnership between them; but the law paid no attention to that declaration, but looked at the substance of the transaction and said whether or not there was in point of law a partnership. So in the present case the fact that the goods were had on sale or return was not conclusive; it was necessary to look at the transaction as a whole, and see what the real effect of it was. The letter of the 31st of July was written by Fisher to Weiner, and was in these terms:—"Dear Sir,—I acknowledge that I have had from you on sale or return the goods entered up to this date in the book labelled 'Goods sent to Mr. Fisher,' which is in your possession, and which I have examined, and I admit that I have to account to you for such goods." But for the phrase "I admit that I have to account to you for such goods," that might be an ordinary transaction of goods taken on sale or return, but the letter continued: "The goods referred to in the book mentioned, and all further goods you may hereafter send to me, I admit are your property, and to remain so until sold or paid for, they being only left with me for the purposes of sale or return, and not to be kept as my own stock. The goods I receive from you are to be entered at cost price, and my remuneration for selling them is agreed at one-half of the profit—*i.e.*, I retain one-half of the difference between the price at which I sell each article and the cost price of it, and immediately I receive the price of any article sold I am to remit to you the cost price and one-half of the profit as above. It is clearly understood you have no interest in my business, and I have none in yours, and that no partnership of any kind is existing or to exist between us, and that any goods I may at any time have from you are to be returned on demand." In his lordship's opinion, it was impossible to say on a fair construction of that letter that it was ever contemplated or intended that Fisher should be a purchaser of the goods. He came to the conclusion that this was a transaction in which Fisher was not and could not become a buyer of the goods, but in which he was employed as agent, and only as agent, to be remunerated by a proportion of the profit on the sales. The fact that Fisher was to be remunerated for his services almost made it plain that he was not a buyer, because no person could buy that which he was paid to sell. It was then said that, even if Fisher was an agent, he was not a mercantile agent within the meaning of the Factors Act, 1889. It was necessary to refer to sections 1 and 2 of that Act. The material portion of section 1 was, "'mercantile agent' shall mean a mercantile agent having in the customary course of his business as such agent authority . . . to sell goods." Then came section 2 (1), "where a mercantile agent is, with the consent of the owner, in possession of goods or of the documents of title to goods, any sale, pledge, or other disposition of the goods made by him when acting in the ordinary course of business of a mercantile agent shall, subject to the provisions of this Act, be as valid as if he were expressly authorized by the owner of the goods to make the same, provided that the person taking under the disposition acts in good faith, and has not at the time of the disposition notice that the person making the disposition has not authority to make the same." Applying that to the present case many thousand pounds worth of goods were handed over by Weiner to Fisher to be dealt with on the footing of this transaction. His lordship could not imagine a mercantile agent within the section if Fisher was not a mercantile agent. He was sent all over the country for the purpose of disposing of goods on the footing of this letter, and to say that his business was really that of a shopkeeper was altogether irrelevant to what the court had to decide. In the case of *Oppenheimer* v. *Attenborough* (1907, 1 K. B. 510; 1908, 1 K. B. 221) the three members of the Court of Appeal gave definitions of a mercantile agent. Those definitions were not couched in absolutely the same terms, but every one of them covered Fisher's position, but, even apart from authority, his lordship would have had no doubt that Fisher was an agent. The only authority which threw any doubt on that matter was *Hastings* v. *Pearson* (1893, 1 Q. B. 62). His lordship thought that it was clear that the Lord Chief Justice in *Oppenheimer* v. *Attenborough* indicated that he did not altogether approve of that case, and in his (the Master of the Rolls) opinion that case ought not to be treated as good law, or prevent the court from holding that the defendant had, having regard to the provisions of the Factors Act, a perfectly good title to this pledge. The appeal must be allowed.

FLETCHER MOULTON and FARWELL, L.JJ., delivered judgments to the same effect.—COUNSEL, *J. B. Matthews; Rawlinson*, K.C., *Dobb*, and *Reginald J. White*. SOLICITORS, *Davenport, Cunliffe & Co.*, for *Yorath & Jones*, Cardiff; *Julius Alfred White*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

STUBBS *v.* **SLATER & BOND.** Neville, J. 13th Nov.

PRINCIPAL AND AGENT—SECRET PROFIT—CUSTOM OF STOCK EXCHANGE—"8½D. NET"—PRINCIPAL PUT ON ENQUIRY—DEPOSIT OF SHARES AS COVER—BLANK TRANSFER—POWER TO SELL—NOTICE.

The word "net" in a continuation note is not a sufficient disclosure to a principal not acquainted with the Stock Exchange custom, of the fact that the sum so qualified includes a charge by the broker for his services in respect of the carry-over. The whole of a block of shares, deposited as cover in respect of sums due on a cash transaction, and accompanied by a blank transfer, may be disposed of, after reasonable notice, to meet the sums due.

This was an action to recover secret profits alleged to have been made by the defendants when acting as brokers on behalf of the plaintiff, and for damages for the wrongful conversion of shares deposited as cover. The plaintiff occasionally speculated to a small extent on the Stock Exchange, and had some knowledge of Stock Exchange customs. The transaction in question was the only one in which he had employed the defendants. This transaction was commenced by the purchase by the defendants of specified shares for the plaintiff, it being understood that the shares were to be carried over on the settlement. No cover was deposited at the time the transaction commenced. Some evidence was given tending to shew that there was a special agreement entered into with regard to the payment of the brokers, but this was controverted. The brokers effected the carrying-over with jobbers with whom they kept an account current. The carrying-over was effected in the usual way, and took the form of a purchase by the jobbers for the current settlement, and a re-sale by them for the settlement next following, the jobbers charging "difference"; that is, the difference between the making-up price and the original contract price. For their services in effecting the carry-over the jobbers charged "contango," and this was calculated by them as a percentage on the amount according to the time for which the carry-over was effected, and was paid to them by the brokers on the next settlement of their current account. The brokers sent to the plaintiff an advice or "continuation" note. This was in the usual form in other respects, but contained an entry, over and above the making-up price, of "8½d.," with the word "net" added. It was a portion of this 8½d. per share which constituted the secret profit which the plaintiff sought to recover. The fact was that this 8½d. included, besides the jobber's contango changed from a percentage into terms of so much per share, a charge by the brokers themselves for their services in the matter. The plaintiff contended that the entry was a representation that the brokers had paid the jobber 8½d. per share as contango. The defendants set up that the word "net" was a disclosure to the plaintiff of the brokers' charge, and that the plaintiff knew, or must be taken to have known, the meaning of the word in that context according to Stock Exchange usage. They also said that, whether he knew or not, the charge was reasonable, and that was sufficient. The plaintiff stated that his view of the transaction was that the brokers were to be entitled to charge an opening and a closing commission, and nothing further. No closing commission was, in fact, charged, and it was conceded that the charge of 8½d. per share was reasonable in amount in the circumstances. The plaintiff subsequently deposited certain shares with the defendants as cover in respect of the sums due to them from him, and executed a blank transfer of these shares. The defendants, after notice, disposed of the whole of these shares to meet their claim. The plaintiff alleged that the conversion was wrongful, and claimed damages. He supported his claim by allegations that due notice was not given, and that in any event the whole of the shares should not have been disposed of to meet a comparatively small liability.

NEVILLE, J., in his judgment said: I do not think that there was any special agreement concerning the broker's remuneration; in my opinion the evidence does not amount to such a bargain. With regard to the entry "8½d. net," it is clear that it represents continuation money—that is, it purports to have been paid to the jobber for his services in effecting the carrying-over. The jobber in most cases charges a percentage, but sometimes so many pence per share. According to the custom on the Stock Exchange, a given number of pence followed by the word net includes a sum paid to the broker for his services in the carrying over. When this is understood it cannot, of course, be objected to. Some members of the public who are not on the Stock Exchange no doubt are aware of the custom, but a large number are not. I am satisfied that the plaintiff did not know that the entry included a broker's charge. It is, on the face of it, a representation of a sum paid to the jobber, whereas, in fact, an arbitrary amount is added to the continuation money proper, and "net" is added to show that this has been done. To one not acquainted with the custom net conveys nothing of the kind. The charge is, therefore, not one which can be properly made by a broker against his client. It is said that in any event the plaintiff was put upon enquiry, but that his principal was put on enquiry is no defence to an agent: *Dunne* v. *English* (L. R. 18 Eq. 524). The rule of the court is rigid that an agent is not entitled to make a secret charge any more than he is entitled to make a secret profit. In this account the broker's charge is concealed in the lump sum. In my opinion, the rule is without regard to whether the concealed charge is reasonable or not. It is said that the actual charge was less than that which might reasonably have been made. That is immaterial. I think that the rule laid down in *Salomons* v. *Pender* (3 H. & C. 639) applies, and that the exception to that rule illustrated by the case of *Hippisley* v. *Knee Brothers* (1905, 1 K. B. 1) does not, because the concealed remuneration in the present case is in respect of the precise matter in which the agent was instructed to act, and not in respect of some collateral transaction. In this case the accounts were not rendered in this form with any dishonest purpose, but that is immaterial. The system is a dishonest system. It may not be primarily intended to cover exorbitant charges, but it is adopted to conceal the amount of the charge. All these devices have this one object, and this one object only. There are many reasons why it suits brokers

to conceal the precise charge they are making. That determines the matter as far as the commission is concerned. With regard to the further question of the realisation of the shares deposited as cover, the transaction was a cash bargain, and the plaintiff was bound to put the defendants in funds as each settling day came round. He did not do so, and ultimately there being a balance due from him, and the defendants pressing for payment, he arranged to give security by a deposit of shares accompanied by a blank transfer, in which, as I hold, the transferee's name was left blank, in order that the name of a purchaser might be inserted if it became necessary. The authorities establish that the power of sale a mortgagee has in such a case cannot be exercised without reasonable notice, which is a matter of fact as to which any attempt to lay down rules would be mischievous. Here notice was given that unless payment was made the security would be realised over and over again. It is obvious that the security was not accepted on the footing that the brokers would finance the principal on the faith of it. Payment was not made, and the position of the brokers was that they had a present debt and an accruing liability as settling days came round, and they had a right to realise the security to meet the present debt and the accruing liability. It is further said that only sufficient should have been realised to meet the liability accrued and accruing to the date of the realisation. The form of the transfer meets this argument. It was a transfer of the whole, and the whole might be sold in case of necessity. I am satisfied that the defendants had no collateral purpose in selling the whole. His lordship added that he was satisfied that both the parties had honestly tried to do justice to their recollection in giving evidence.—COUNSEL, for the plaintiff, *Butcher*, K.C., and *E. Lunge;* for the defendant, *Jenkins*, K.C., and *J. F. W. Galbraith*. SOLICITORS, *Weekes & Co.; H. S. Holt.*

[Reported by PERCY T. CARDEN, Barrister-at-Law.]

WORTHINGTON & CO. (LIM.) *v.* ABBOTT. Eve, J. 10th and 17th Nov.

MORTGAGE—FORECLOSURE BY FIRST MORTGAGEE—CONSENT TO ORDER BY SECOND MORTGAGEE—RIGHT OF FIRST MORTGAGEE TO SUE ON COVENANT—PAYMENT "ON DEMAND"—SUBSTANTIAL COMPLIANCE WITH CONDITION—11 GEO. 4 & 1 WILL. 4, c. 47, s. 8.

A second mortgagee who submits to a foreclosure order absolute in an action for first mortgage does not thereby disentitle himself to sue on his covenant for payment and to recover judgment for the mortgage debt.

A covenant by a mortgagor to pay the mortgage debt on demand is sufficiently complied with if the demand is addressed to persons who are likely to bring it home to those who are sought to be made liable under it.

This was an action for a declaration that the defendants were liable to refund moneys received by them under the will of a mortgagor. By a mortgage of the 22nd of December, 1897, between Mrs. Culver and the plaintiffs, Mrs. Culver assigned a certain leasehold public-house to the plaintiffs by way of mortgage for securing a sum of £5,000 subject to a first mortgage to George Evans and a second mortgage to the City of London Brewery Co.; and the mortgagor covenanted "on demand" in writing by the plaintiffs to repay the sum advanced. By a foreclosure order absolute, made on the 22nd of June, 1904, in an action by the City of London Brewery Co., the mortgagor and the plaintiffs waived accounts and submitted to be bound. At the date of the order the plaintiffs believed Mrs. Culver to be without means, and therefore refrained from taking proceedings to recover the debt. Mrs. Culver died on the 13th of February, 1907, leaving over £8,000, and by her will she appointed executors and trustees, and devised and bequeathed her property to the defendants. The executors distributed the estate, and assented to the devises and bequests. The plaintiffs now claimed to follow the assets and make the defendants liable for the mortgage debt to the extent to which they had received the mortgagor's property. The following cases were cited: *Palmer* v. *Hendrie* (27 Beav. 349, 28 Beav. 341), *Lockhart* v. *Hardy* (9 Beav. 349), *Rudge* v. *Richens* (L. R. 8 C. P. 358), *Walker* v. *Jones* (L. R. 1 P. C. 62), and *Kinnaird* v. *Trollope* (39 Ch. D. 642).

EVE, J.—On the 6th of February, 1904, the City of London Brewery Co. issued an originating summons as first mortgagees by which they sought to take the usual accounts and enforce their security by foreclosure and sale. Prior to the issue of that summons an arrangement had been come to between the City of London Brewery Co. and Worthington & Co. that if the summons was issued Worthington & Co. would at once submit to an order for foreclosure absolute. Shortly after the summons was issued the mortgagor in turn agreed to waive accounts and to submit to the order. The summons having been issued, an order was made on the 17th of June, 1904, giving effect to the arrangement, and by consent it was ordered that the mortgagor and the subsequent incumbrancers should as from the date of the order stand absolutely debarred. Mrs. Culver continued in possession of the mortgaged premises, but ultimately she ceased to be tenant, and died in 1907. Now, I will treat this as though it were an action on the covenant against her representatives. The plaintiffs, Worthington & Co., finding that Mrs. Culver had left a substantial estate, now assert their right to sue on the covenant and to recover judgment against her estate. To that claim two defences are raised. First, it is said that the right to sue on the covenant is gone; and secondly, that, even if subsisting, the right was subject to a condition precedent which has not been complied with. Now, the plaintiffs say that the order, being an order by consent, is a tripartite agreement, and that the mortgagor was privy to and concurred in all that that order effects. The proper construction of such an order is to treat it as in effect an agreement embodying terms in which all the parties to the order concurred. It may be that some of the terms affect some parties more than others, or affect only some of the parties, but even in that case the other parties must be treated as having assented to those special terms. But it is said that the fact of this order being such as I have described is rebutted by the facts. I doubt whether I am entitled to consider that. Several months have expired since the date of the order, and what one ought to ascertain is what was the position at the time when the order was made. As to that I have no evidence, and I should be prepared to hold that the order binds the mortgagor, and was one in which it could not be said that the mortgagee was doing something unauthorized by the mortgagor. But I am not going to decide the case on that point only. There is another point which has been strenuously argued—namely, that a puisne incumbrancer who voluntarily submits to an order absolute precludes himself from suing on the covenant, and in support of that contention a number of cases have been cited which certainly determine this: that if the mortgagee does something which he is unauthorized to do, by express terms of the contract or by implication, to the detriment of the mortgagor, he cannot sue on the covenant if he is not in a position to restore the property after the debt is discharged. Does an act of this sort fall within the principle established by those cases? The position of the puisne incumbrancer when the summons was served upon him was this: that he might take one of three courses—he might enter no appearance; he might appear and insist on his rights; or, thirdly, he might, as was done here, say, "I am satisfied that the security is insufficient and as to the *bona fides* of the accounts, and I waive my right to insist upon the accounts being taken and to have the opportunity of doing that which I never intend to do—namely, to redeem." Now, I have not heard it contended that if he had adopted either of the first two courses he would have prejudiced himself with regard to the covenant. In either case he would still have retained his right to sue. If he adopted the second course, what would have been the result? In the end, his only right would have been to add the costs he had incurred to his security. If he elects not to incur the expense or not to impose on the plaintiff the expense of taking accounts, and elects to say at once that which he knows perfectly well he is going to say at the end of six months—namely, "I do not intend to redeem"—that cannot put him in a worse position as regards the mortgagor, and I cannot see upon what principle it ought to do so. It was open to the mortgagor to insist on accounts being taken, and on having proper time to redeem. The only effect of the mortgagees' conduct was that they dropped one link in the process of redemption, and I cannot see how that was to the detriment of the mortgagor. The order therefore did not disentitle the plaintiffs to sue on the covenant. The next question is whether the plaintiffs are entitled to maintain this action, having regard to the terms of the covenant. It is said that the demand "in writing" is a demand which must be left at the mortgaged premises. I think that is the right construction. The whole object of the covenant was to give the mortgagee an opportunity of serving the notice by delivering it at premises from which occasionally mortgagors are apt to absent themselves without reasonable cause. I cannot think that the demand that has been made is less efficacious because it was addressed to persons who would be likely to bring the fact to the notice of those whom it is sought to be made liable under it. What was done was this: the plaintiffs, on the death of the mortgagor, at once communicated with the legal personal representative, and I think they communicated in such terms as to shew that they intended to demand payment, and what the amount was, and, having heard that the property had been distributed, they endeavoured to bring home to the persons claiming under the mortgagor the nature of the action which they contemplated—that is, an action to follow the assets into the hands of the residuary legatee and the specific devisees. I think, therefore, the condition has been complied with, and that the action is well founded.—COUNSEL, *Stewart Smith*, K.C., and *Gordon Brown; P. O. Lawrence*, K.C., and *P. Wheeler; H. E. Wright*. SOLICITORS, *Linklater, Addison, & Brown; G. & G. Keith.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

***Re* EVERED. MOLINEUX *v.* EVERED.** Neville, J. 26th Oct.; 8th Nov.

SETTLEMENT—TESTAMENTARY POWER OF APPOINTMENT—RELEASE INTER VIVOS OF POWER—RELEASE IN PART—AGREEMENT NOT TO EXERCISE THE POWER—VALIDITY AND EFFECT OF RELEASE AND AGREEMENT.

The donee of a testamentary power of appointment over settled funds among her children and issue agreed with two of her sons that she would not exercise the power so as to reduce the share of either to less than £7,000, *and that the sum should vest in possession upon her decease, and with one of these sons that his share should be at least* £7,000, *and she agreed with a third son that she would so far release her power and so far contract not to exercise it that his share should be at least* £7,000. *By her will she appointed and settled the trust funds so that none of the three sons would be entitled in possession to his share.*

Held (*applying the principle in* Davies *v.* Huguenin (1 *H. & M.* 730), *but for the reason only that the principle had been adopted by long settled practice*) *that the three sons were entitled in possession to* £7,000 *each, less advances respectively made to them out of and in respect of such sums.*

Held also that the power was not otherwise affected.

Under the trusts of the marriage settlement dated the 14th of

December, 1857, of the late Mrs. Evered, the property was settled, in the events which happened, upon trust after her decease for the child or children and other issue, and any one or more exclusively of the other or others of the children and other issue of Mrs. Evered, such issue to be born in her lifetime, in such shares, limitations, and manner and at such times as Mrs. Evered by her last will or testament in writing, or any codicil or codicils thereto, should direct and appoint, and in default of and subject to any such appointment, in trust for her children in equal shares, and any sums so appointed were to be brought into hotchpot. The settlement also contained provisions for the advancement of the children and issue. There were seven children of Mrs. Evered's marriage—six sons and one daughter. By an Indenture dated the 9th of July, 1901, Mrs. Evered covenanted with two of her sons, Alfred and Everard, that she would not exercise her power of testamentary appointment so as by any means to reduce the share or interest of either of these sons in the trust funds to less than £7,000 for each, nor so as to postpone the vesting in possession of a share in the trust funds equal to £7,000 in each of these sons beyond the period of her death. By an Indenture dated the 23rd of August, 1901, Mrs. Evered declared that Alfred's share in the trust funds should be at least of the value of £7,000, which sum she thereby appointed to him and his assigns, and she released, assigned, and surrendered to Alfred £1,000 out of her life interest, to the intent that the same might immediately be raised and paid to him, with a proviso that he should bring the £1,000 into hotchpot. By her will of the 13th of January, 1892, Mrs. Evered appointed and settled one-sixth of £60,000 (about the whole value of the trust funds) on each of her six sons for life, with remainders over. By an order dated the 11th of March, 1902, Byrne, J., declared that under the marriage settlement and the two Indentures of July and August, 1901, Alfred Evered was absolutely entitled to the sum of £1,000 out of the trust funds, and ordered the trustees to pay the same to him. By Indenture of the 4th of June, 1902, Mrs. Evered so far released her testamentary power of appointment and so far contracted not to exercise the said power as to declare that the share of her son Gillibrand Elwin should be at least £7,000, and she covenanted with him that she would not reduce his share to less than £7,000. Including the £1,000 paid to Alfred under the said order, and £1,000 to Everard in like manner, four of Mrs. Evered's sons had received advances amounting to £7,285 in all. Originating summons to determine, *inter alia*, whether Everard, Alfred, and Gillibrand were each entitled out of the trust funds to £7,000 in possession.

NEVILLE, J.—How far the donee of a testamentary power of appointment among a class can by a non-testamentary instrument affect the distribution of a fund has been the subject of decisions not easy to follow. It has been decided that such a power may be released. That a covenant to appoint a share to one of the class cannot be specifically performed does not affect the fund. An appointment, however, is not bad because it is in pursuance of such a covenant. It has been said that such a covenant is altogether void. In *Re Parkin* (1892, 3 Ch. 510), it was held that damages can be recovered for breach of such a covenant. In *Re Bradshaw* (1902, 1 Ch. 436), it was held that they cannot. Inasmuch as the power over the whole fund can be released, I think it can also be released over part of the fund. If it can be released by express words I think it may be released by implication. Where, however, the covenant is that the share of the covenantee shall not be less than a fixed sum, the obligation may be satisfied either by appointing the same by will or by leaving unappointed sufficient to provide, on division, for the sum mentioned. In such a case I fail to see how any implication of release can arise. To hold that in a covenant which can be fulfilled by release of the power or otherwise there can be an implication of release appears to me inconsistent with the very nature of a legal implication, which is confined to cases of necessity. If I were free to follow my own opinion I should be inclined to hold that a covenant not to exercise testamentary power so as to reduce the covenantee's share below a fixed sum would not affect the fund at all, any remedy the covenantee might have for breach of the covenant being against the estate of the covenanter. In *Davies* v. *Huguenin* (1 H. & M. 730) it was held that there was a release *pro tanto* of a power in the following circumstances. One John Davies had under his marriage settlement testamentary power of appointment over settled estates, and it was provided that if he did not exercise his power of appointment the trustees, in whom a term of 500 years was vested for that purpose, were to raise the sum of £6,000, to be divided equally among his younger children. Upon the marriage of one daughter he covenanted that he would not appoint or do any act to diminish the share to which she might become entitled in the pecuniary division or portion secured to the younger children under the settlement. Such share in the event proved to be £1,500. He did appoint £1,000 to this daughter. It was held that the covenant amounted to a release of the power *pro tanto*, and the sum of £500 was directed to be raised out of the estate to Harriet, in addition to the £1,000. Now what is meant here by "*pro tanto*"? John Davies had no power to appoint the £6,000 among his children, but if he did not execute his testamentary power over the estates the daughter took an aliquot share in the £6,000. The only release which could have secured the share in the £6,000 was of the whole power, for if John Davies exercised the power in any way the £6,000 was not to be raised. This so-called release *pro tanto*, it appears to me, was not in the true sense a release, but a fetter on the power, so that, if exercised at all, it must include an appointment of £1,500 to the daughter. Had there been a release of the whole power, not only would the £6,000 have had to be raised, but the daughter would have been a tenant in common in tail of the estates, subject to the term for five hundred years. In fact, the judgment affects no interests arising from the exercise of the power except to the extent necessary to provide the £1,500 secured to the daughter under the covenant. The decision is a peculiar one, but upon an attentive perusal of the case it is plain, and it is not the first time the Courts have gone far in order to facilitate the disposal of property. The facts in *Davies* v. *Huguenin* are a little complicated, and it might have been suggested that the true extent of the decision has escaped notice, but such a suggestion is precluded by the lucid judgment of Kindersley, V.C., in *Coffin* v. *Cooper* ,1865, 2 Dr. & Sm. 365), where he says :—"But not only has it been decided that an appointment made in pursuance of such a convenant"—that is a covenant that the share shall not be less than the stated amount—"is valid, but it has been held that such a covenant so entirely precludes any testamentary appointment inconsistent with it that the covenantee may compel the other appointees to make it good out of the shares which the donee of the power has appointed to them by will" : *Davies* v. *Huguenin* (1 H. & M. 730). I do not presume to say that that is a wrong decision, indeed it seems to me that it is the legitimate result of the first innovation. But its effect is literally this, that the donee of a power to appoint among children by will only can by deed fix the shares which the children shall take, in other words, he may convert a power to appoint by will only into a power to appoint by deed. *Davies* v. *Huguenin* was decided in 1862, and at that date Page-Wood, V.C., thought the point almost unarguable. The case has been cited as an authority in the text books, and innumerable transactions must have taken place on the face of it, including, as I think, those in the case before me. Mr. Justice Byrne in 1902 had before him the construction and effect of the two deeds of the 9th of July, 1901, and the 23rd of August, 1901, and he treated *Davies* v. *Huguenin* as a binding authority, but only decided that Alfred Evered would in any event be entitled to £1,000 on the death of Mrs. Evered. He declined to decide whether he would be entitled to the £7,000. Upon the construction of the deeds I have come to the conclusion that the releases referred to in them were not intended to operate, except in the event of failure to appoint £7,000 to the sons named in them, and then only to the extent necessary to make up their share to £7,000 under the doctrine in *Davies* v. *Huguenin*. In my opinion a power cannot both be released and exercisable at the same time, and a release must operate during the lifetime of the donee of a power. A release therefore which only purports to operate upon the death of the donee cannot be a release in the ordinary sense of the word. To hold that these deeds operate as a release to the extent of £49,000 would, in my opinion, give them an effect never contemplated by the parties and interfere with interests never intended to be disturbed. In my opinion, therefore, the doctrine of *Davies* v. *Huguenin* is applicable in the present case with the following results :—Everard will receive £6,000 under the deeds, and £250 must be deducted from the settled part of his share, which will consist so far as the funds admit of £3,000. Alfred the same under the deeds, £115 being deducted from his share of £3,000. J. E. Evered will have £10,000 settled less £1,815. H. G. Evered £10,000 less £3,105. Gillibrand will take £7,000 and £3,000 settled, and the remaining son £10,000 settled. The costs of all parties to come out of the funds.—COUNSEL, for the plaintiffs, *Petersen*, K.C., and *K. G. Metcalfe*; for the defendants, *Butcher*, K.C., and *E. P. Hewitt*; *Jenkins*, K.C., and *Luxmoore*; *J. G. Wood*; *Preston*; *Rolt*; *Bovill*. SOLICITORS, *Ford, Lloyd, Bartlett, & Michelmore*; *Dixon, Weld, & Co.*, for *E. B. Wannop*, Chichester; *Lawrence, Graham, & Co.*

[Reported by A. S. OPPÉ, Barrister-at-Law.]

Societies.

United Law Society.

Nov. 22.—Mr. Gurney moved : "That the censorship existing in regard to plays should be extended to literature." Mr. Kains Jackson opposed. The motion was lost by five votes.

Law Students' Journal.

The Law Society.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on 3rd and 4th November, 1909 :—

FIRST CLASS.

Ellison, Alban Cedric
Harrison, John
Lockwood, James Horace
Whitty, Reginald Ramson

PASSED.

Armitage, William Arthur
Avory, Douglas Henry, B.A. (Camb.)
Bamber, William
*Bilney, Alwyn Alfred Hope
*Blackman, Richard Diamond
*Blount, Cecil Francis, B.A. (Oxon.)
Brockman, Ralph Zouch
Brown, William Harold
Brumfitt, George Richard
Bucknill, Edwin George, B.A. (Oxon.)
*Burton, Richard Amery

Butler, Herbert Paul, B.A. (Camb.)
Cannon, Arthur James
Clarke, Edgar Charles Gilbert
Clegg, Charles Mitchell
Cooper, Hubert Victor
Corbyn, Benjamin
*Craigen, William Ewart
Crampton, Percy
Crundwell, Ernest Frederic
Cunliffe, John Cross
*Cutler, Francis Richard
Dann, William Leighton
*David, Alexander Charles Robert
Davies, David Berwyn
Drewett, Richard Blackway
*Dunston, Robert Roscoe
Evans, Ivan Amphlett Edwardes
Firth, Henry
Flannery, Michael John
Foot, Robert William
Gale, Reginald Albert Bradley
Gilbert, George William
Gillett, Richard Francis
Girling, Harold Ernest
*Gould, Alfred Kenneth
*Govenlock, John
*Graham, Arthur Cyril
Grece, George Lewis Fitzclair
*Green, William Eduard
Habgood, Francis Ernest Chapple
Hargreaves, Harry
Heald, Thomas Lane Claypole
Herbert, George Angelo
Hill, William Henry
Holford, William Philip
Horsfall, Edward
Hoyle, Joshua
*Hulton, Roger Braddyll
*Ireland, Duncan
Jackson, Francis Leonard Hunter
*Kennedy, George Dodgson
*Kenshole, Ivor Charles
*King, Ernst William
*Knapp, Arthur Harold Lascelles
Knight, Thomas Henry
*Koski, Harry
*Langley-Taylor, William Laurence
Lawford, Herbert Martin Benson, B.A. (Oxon.)
*Law-Green, Charles Theodore
*Lawson, Arthur
*Leese, Charles
Pemberton, Charles Leigh
Lewis, William Pitt
Lloyd, Ernest
*Lloyd, Percy Charles
Lovell, Bertram
Lucas, Edward
*Machin, Alfred George Fysh
Mackinnon, Andrew Chares Hyde, B.A. (Oxon.)
McMillan, Arthur John
Macniven, Alistair
Marsh, John Rowland
Martin, Oswald Norman
Matthews, John Esam
Morris, Lyndon Henry
Moxon, John Evelyn
Msimang, Richard William
*Norris, Arthur Gilbert
Overell, Leslie Dean
Owen, Sidney John
*Pasmore, Archibald Besley
*Paton, Mervyn David Jenkins
Peppiatt, Leslie Ernest
Percival, Andrew Francis, B.A. (Camb.)
Peters, John
Peverell, Thomas Henry
Pharo, Axel Christian, B.A. (Oxon.)
Pierson, Alan Roach
*Pimblott, William
Pumphrey, Arnold
Ranger, Cecil Argill, B.A. (Oxon.)
Rickerd, William Edward
*Roberts, James Reginald Howard
Robinson, Henry Thomas, B.A. (Camb.)
Rutherfurd, Edward Capel
*Samson, Augustus Conway
Sandelson, David Isambard
*Sandford, Ralph William Deshon, B.A. (Camb.)
*Schofield, John James
Simpson, Henry Herbert
*Smith, Jeffery Peter Frederick Hanworth, B.A. (Camb.)
Smith, Herbert George
*Southam, Harold John
*Summerson, Herbert Walker
*Sutton, Alfred Walter
Symonds, Henry Stephen Powlson
Thompson, Lionel Field, B.A. (Lond.)
*Towlson, William Holland
Turner, Albert Ernest
*Wadeson, Henry Harman
Walker, Joseph Ownsworth
Wall, John, B.A. (Oxon.)
Wallace, William
Wanklyn, Roderick Henry
*Watkins, Ernest Vaughan
*Watson, William Geoffrey
Whittam, John
*Whittle, John
Williams, Edward Herbert
Williams, Thomas Dawkin Windsor
Williamson, Cornelius
*Wilson, Christopher Munkhouse
Wilson, George
*Wilton Harold
Windle, John Lightfoot
*Winsor, George Byron
*Wood, Henry Percy
*Wood, Sydney George
Woodbridge, Stephen Anthony Ruston
Yates, James

*These candidates have to satisfy the Examiners in Accounts and Book-keeping before receiving a certificate.

Number of candidates ... ... 195 Passed 135

CANDIDATES FOR EXAMINATION IN ACCOUNTS AND BOOK-KEEPING ONLY.

Abel, Bertram Albert
Andrewes, Lancelot Frederick
Andrews, Arthur Newton
Armitage, Stephen Cecil
Baker, Josiah Ferdinand
Barter, Albert Sidney
Bolton, Hugo Henry Neynoe
Boulton, Ormonde
Bowen, Charles
Bright, Frederick Gerald
Denby, Arthur Peel, B.A., LL.B. (Camb.)
Evans, Lionel Thorngate
Edmondson, Harry
Farmer, Sydney Morley, LL.B. (Liverpool)
Flint, Henry
Gabell, Cyril Leicester
Garrett, Philip Leslie
Goldspink, Robert Edward
Gomm, William
Graham, Eric Gore
Hanning, John Rowland, B.A. (Oxon.)
Hare, Evan Alfred Amyas
Henshall, Charles
Hughes, Joshua Walter
James, Herbert Victor, B.A., LL.B. (Wales)
John, Hubert Edward
Johnson, Stanley Webb, LL.B. (Victoria)
Knight, Frederic Guy
Loe, Arthur Eustace
Mackenzie, John Landseer, B.A. (Oxon.)
Morrice, Geoffrey Wilmot, B.A. (Camb.)
Newbery, Robert Edwin, B.A., (Camb.)
Newland, Norman Chester
Nicholls, Dudley
Owen, William Churchill
Peet, James Thorougood, LL.B. (Liverpool)
Penney, Cyril
Peters, Leslie Willis
Pitts-Tucker, Geoffrey Somerville, B.A. (Camb.)
Redman, William, B.A. (Oxon.)
Richardson, Sydney Owen Bellerby
Roberts, Stanley Boyd
Sanderson, Lancelot
Scale, George Devereux Bassett
Schwabacher, Frederick Adolph, B.A. (Oxon.)
Scott, Francis Gerald
Stewart, Douglas Martin, B.A., LL.B (Camb.)
Swanwick, Frederick Bertrand, B.A., LL.B. (Camb.)
Tacon, Thomas Henry
Thompson, Herbert
Trotter, Stuart Ernest, B.A. (Oxon.)
Tulk, John Augustus, B.A. (Oxon.)
Turner, Stanley Bancroft, LL.B. (Victoria)
Webb, Cecil Dunstan, B.A. (Oxon.)
Webber, Harold
Wood, Reginald Townsend
Wood, Rupert, LL.B. (Victoria)
Wood, Thomas Eugène, B.A., LL.B. (Camb.)
Worden, Harold

Number of candidates ... ... 85 Passed 59

By order of the Council,

S. P. B. BUCKNILL, Secretary.

Law Society's Hall, Chancery-lane, 19th November, 1909.

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on 1st and 2nd November, 1909 :—

Aitchison, John Charles, B.A. (Camb.)
Andrew, Richard Hynman, LL.B. (Camb.)
Baddiley, Robert Robeson
Barrow, Alfred James, B.A. (Camb.)
Beaumont, John Beecroft
Bennett, George Guy Marsland, B.A. (Oxon.)
Blake, George Victor
Bowman, Thomas Favell, B.A., LL.B. (Camb.)
Bradbury, John Fowler, B.A., LL.B. (Camb.)
Bremner, Carlton Howard
Bright, Alfred Stanley
Brown, William Frederick
Bury, Edmond William
Butler, Thomas Dacres, B.A. (Camb.)
Carnley, William Birch, B.A. (Camb.)
Castle, Godfrey Ernest
Clutterbuck, Edwin Herbert
Cohen, Joseph
Collisson, Edwin Read
Connolly, George Augustus Victor
Cook, Howell Victor Oscar
Craddock, Amos
Cripps, Ernest Edward
Davies, Arnold Walters, B.A. (Oxon.)
Day, Wilfrid Joseph
De Buriatte, Ernest Arthur
Dickson, Arthur Lorimer
Dobson, Henry Wheeler
Duchemin, Charles Leslie Hawkesford
Duckworth, William
Duncan, George Douglass
Earnshaw, Edwin Hermann
Entwistle, Cyril Fullard, LL.B. (Victoria)
Ethell, John Carter, B.A., LL.B. (Dublin)
Evans, Arthur John
Field, Mark Gwendwr, B.A. (Oxon.)
Freeman, James Little
Gartside, Arthure Redfern
Gaunt, Arthur
Goodall, Tom
Gorton, Bertram Samuel
Green, Walter William
Hagon, Charles Douglas
Hammill, John
Harris, Arthur Lea
Haughton, John Arnold
Hayhurst, William Francis Rogerson
Heberden, Henry William, B.A. (Oxon.)
Henderson, Archie Douglas
Hewitt, Thomas Armitage
Higgs, Albert Wilfrid
Hooson, Isaac Daniel
Howell, Frank Rice
Hughes, William Edward
Hughes, William Kevitt Smyth
Jackson, James Augustus
Jenour, Charles Evedon
Jones, Barry St. Patrick
Jones, Eric Arthur Goddard, B.A. (Oxon.)
King, Arthur
Kirby, Frank
Launder, William Gordon
Lewis, Gerald Patterson
Liddell, Norman Oswald
Litchfield, Henry
March, Alexander Smith
Maude, Arthur Percy Lees, LL.B. (Leeds)
Medlicott, George Probart
Milne, Alexander Nicol, B.A. (Oxon.)
Morgan, Owen
Munns, Leslie Cecil
Nancarrow, John Vivian, LL.B. (Camb.)
Norman, Charles Archibald Kensit, B.A. (Camb.)
Norris, John Percival Foxley
Pearson, Francis Gedge
Pendleton, Archie Joseph
Penman, Frank Garfield, B.A. (Camb.)
Pepper, Harry Oliver Oscar
Ponting, Philip William
Powell, Charles Swan, B.A. (Lond.)
Preston, Thomas England
Prideaux, Henry Sydney, B.A. (Camb.)
Pryce, Edward Calcott, LL.B. (Wales)
Reed, Guy
Richards, John William
Rideal, John George Edmund
Rix, Shelly William, M.A. (Dublin)
Robinson, Wentworth Bird
Roche, Edward Max, B.A. (Oxon.)
Seager, Charles Browett
Seymour, Darracott
Shellabear, Charles Dakin
Sill, Thomas Frank
Smith, Harry Elmore
Smith, Horace Milner Alderson, LL.M (Liverpool)
Smith, Joseph Edmund
Smith Wyndham Alexander
Soulsby, William Dobson
Sparks, Lionel Cuthbert Langdon
Square, Alwyn Holberton
Sykes, Bernal
Sykes, Walter Henry
Taylor, Alfred William
Taylor, James Arthur Atkinson
Teebay, Herbert Joseph

Toller, Thomas Eric		Webber, Frederick Herbert Edwin	
Udall, Joseph Bertram, (Oxon.)	B.A.	Welch, John, B.A., LL.B. (Camb.)	
		White, Bertram Ewart	
Verrall, Frederick Herbert, LL.B. (Camb.)	B.A.,	Whittaker, Henry	
		Wilkins, Archie Raymond	
Vos, George Henry		Williams, Ronald Gus	
Wade, John Seymour		Winnett, Gerald Harcourt	
Wallen, Leonard Arthur		Wintle, Claude	
Watkins, Hubert Holmes		Woodhead, John William	
Watts, Isaac Seymour		Wotton, Edward	
Webb, Thomas Langley, (Camb.)	B.A.	Young, Edwin Victor	

Number of candidates ... ... 178 Passed 125

By order of the Council,
S. P. B. Bucknill, Secretary.

Law Society's Hall, Chancery-lane, 19th November, 1909.

Law Students' Societies.

Law Students' Debating Society.—Nov. 23.—Chairman, Mr. R. W. Handley.—The subject for debate was: "That the case of *Cuthbert v. Roberts, Lubbock, & Co.* (1909, 2 Ch. 226) was wrongly decided." Mr. F. Burgis opened in the affirmative, Mr. S. J. Rubinstein seconded in the affirmative; Mr. D. S. Cornock opened in the negative, Mr. W. M. Pleadwell seconded in the negative. The following members continued the debate: Messrs. Jones, Kafka, Schumeister-Marshal, Blackwell, Tyser, Thomson, Meyer, Alexander Vere-Bass, Handley, and Sherry. The motion was lost by seven votes.

The Finance Bill, 1909.

The following statement on behalf of Trafford Park Estates (Limited) and its shareholders has been issued:—

The shareholders in Trafford Park Estates (Limited) (numbering 1,296) are seriously prejudiced in that part of the Finance Bill dealing with duties on land values. The company, on their behalf, respectfully submits that Part I. of the Bill contains matter for separate legislation, and should not be included in a Finance Bill unless the shareholders have the right—common to all British subjects—of an effective appeal to the Second House of Parliament upon the merits of the measure itself or in regard to any amendment of it. Trafford Park is an estate containing 1,183 acres, near Manchester, abutting upon the Manchester Ship Canal and the Bridgwater Canal. The estate was purchased by the company in the year 1897 for the sum of £901,500, or equal to about £760 per acre. At the time the estate was purchased the Manchester Ship Canal had been completed and opened for traffic to Manchester for three years, and although Trafford Park had remained purely agricultural and park land, the increment attaching to the land due to its proximity to the Ship Canal was fully paid for by the company. Over £250,000 has been expended in developments upon the estate, and it is directly owing to the provision of railways, roads, tramways, easements of all kinds and other industrial facilities—all provided by the company—that a remarkable development of industry has taken place. More than fifty warehouses, manufactories, and works of various kinds have been established on the estate, all of which have their own railway terminals, and in addition to being provided with direct railway connection with the Manchester Docks, are also connected with the principal railways in the United Kingdom. In developing the estate no assistance of any kind has been obtained from the local authorities, and it is entirely due to the exceptional manner in which the estate has been developed and to the foresight and enterprise of its owners that any increase in value has accrued upon the price paid in 1897. The sole aim and object of the company is to develop and sell their land, and not to hold it up, and where, as is the case with cottage property, the price paid by the company for the land does not admit of a profit, the company have, in order to provide suitable dwelling houses for workmen, etc., sold the land at its cost price. Notwithstanding this, an area of fifty acres which was sold for the building of dwelling houses has only been partially built upon, and 18 per cent. of the houses are empty, although, in addition to compliance with the strict requirements of the local authority, a considerable number of the houses have baths and are lighted electrically, and all are offered at reasonable rentals. In Trafford Park purchasers have the opportunity of acquiring the land upon the conditions most suitable to themselves, either by purchasing the freehold outright; by conveyance of the freehold on chief rent; by long lease; or by any other form of tenancy which they may select; always at a graduating rental commencing at never more than one-third of the full rental, and with the option of acquiring the freehold by cash payments on the basis of the full rental, being 4 per cent. of the capital sum required. Out of about 370 acres of land conveyed or leased for long periods to purchasers, only sixty-three acres have been purchased outright for the sum of £167,700, leaving about 800 acres to be disposed of. The Estates Company—in their endeavour to obtain manufacturers and others to acquire land for works in Trafford Park—find that their principal competitors are municipal corporations and other rating authorities in various parts of the country, who frequently offer advantages in the shape of electricity at less than cost; temporary exemptions from rating; and other facilities which private owners cannot provide. The Bill entirely exempts these competitors from Increment Value Duty and Undeveloped Land Duty. With an honest endeavour to make Trafford Park into a sound commercial enterprise, and at the same time to assist in the welfare of a great industrial district, the shareholders have for more than *twelve years developed the estate without as yet receiving any return on their capital, beyond a single dividend of* 1½ *per cent., just paid.* The Estates Company—being a corporate body like some fifty other corporate bodies which hold land in Trafford Park—has no voice in obtaining representation in the House of Commons, although the capital invested by these bodies is the means of supporting a population of upwards of 50,000 persons, and directly increasing the rateable value of the district by £100,000. The company is a trading company and its land is equivalent to stock-in-trade. As a matter of fact, it has paid, and now pays, income tax on profits derived from the sale of land. The shareholders pay *ad valorem duty* on the transfer of their interests and estate and legacy duty when passing by death. Notwithstanding the statement made in Parliament by the Chancellor of the Exchequer that the company would be only paying on the mere "prairie value" of the land, the Bill—if passed in its present form—will involve the payment by the company of large sums for Undeveloped Land Duty *in respect of the increment accrued prior to and paid for on the purchase by the company of the estate.* During the progress of the Bill in the House of Commons every step was taken to point out to the Chancellor of the Exchequer, in a business-like manner, the serious injury which would be caused to the shareholders of this and similar companies if the provisions of the Bill were to come into operation without the modifications necessary to meet the special circumstances of estates developed for commercial purposes. At a conference with the Under-Secretary of State for the Home Office (Mr. Masterman), representing the Chancellor of the Exchequer, submitted a clause which he stated to be one of the Government amendments, and in respect of which he said: "This has been most carefully considered, and although I do not think we entirely meet you, I think you will agree that we have gone some way towards doing so." The Chancellor of the Exchequer moved the amendment in Parliament, which was as follows: (*b*) "Where the owner of any land shows that he or his predecessors in title have spent sums at the rate of at least £100 per acre for the purpose of so developing the land, that land shall, for the purposes of this section, not be treated as undeveloped land, although it is not for the time being built upon or used for any business, trade or industry, other than agriculture;" but not without himself amending it so as to limit the concession in point of time. To this a further amendment was accepted by the Government, so that the expenditure under the clause is limited to roads and sewers, and by so doing the value of the clause was rendered—to a large extent—valueless to estates like Trafford Park which are being developed for industrial purposes, and where most of the roads are only required after the land has become built upon. The land in Trafford Park is not therefore exempt, although it is obvious that it was the intention of the Government to give exemption. Every acre which remains unsold is fully developed—qua land—for the purposes for which traders require it, far more developed, in fact, for such purposes, than is the land upon which the Houses of Parliament or the Bank of England stand. The case of the company cannot be better stated than in the words of the Leader of the Opposition, the Right Hon. A. J. Balfour:—"The Government have claimed throughout that this Undeveloped Land Tax is a tax incident purely upon that which is not only not enterprise, but is the converse, the negation, the absence of enterprise. This has been claimed to be a tax upon land, the owners of which neither do anything with it themselves nor allow others to do anything with it. That is the whole justification of the tax. That is the claim on which the whole policy is based. It now stands plainly confessed that the men who will suffer from this are not merely such owners, if such owners there be, who fall under the description I have just given, but people who are spending large sums of money on railways, jetties, harbours, and all those things that you want money spent upon in this country if you are going to develop its industries. This tax, obviously to all the world who take the trouble to understand it, is a tax upon some of the most important industrial enterprises in which the country can possibly engage. It is manifestly no longer an Undeveloped Land Tax; it is a tax on a development of land. Who henceforth is going to enter into a transaction like that of the Trafford Park Estate?" (See columns 490/510 Vol. 12, No. 162, of the Parliamentary Debates, October 21st.) The company appeal with confidence to the House of Lords for protection, either by the rejection of Part I. of the Finance Bill, or by amendment so as to include the insertion in the Bill of the amendment above referred to, notice of which was given by the Chancellor of the Exchequer on August 4th last.

The lamentable undermanning of the King's Bench Division was, says a writer in the *Daily Telegraph*, evidenced for the hundredth time on Friday last. One judge only was sitting to hear causes. Of the four remaining judges, three were in the Court of Criminal Appeal and one in judges' chambers. Probably nothing will be done to remedy this particular evil till after the General Election. At present it is believed that the Lord Chancellor will advise the appointment of three Assize Commissioners in January.

The Public Trustee Among the Army.

The following circular has been issued by the Public Trustee to commanding officers of regiments :—

Public Trustee Office,
3 and 4, Clement's-inn, Strand, W.C.

Sir,—I have recently had before me a proposal that I should become the trustee of the mess plate, pictures, etc., of a well-known and distinguished regiment, and in the course of discussion regarding this contemplated trust, it has been pointed out to me by the officers of the particular battalion in question that it will be a great advantage to them if their plate and pictures, the property of the mess, can be placed in the hands of a permanent trustee (especially one whose integrity is guaranteed by the State), who will never die and will be always accessible from any part of the world; and that the frequent changes of trustees of such property, now at present unavoidable, under the system now obtaining in regard to such matters, will be for ever after avoided. The advantages which appear to be present in the case which has come before me have led me to think that my services in a similar respect might be welcome in other cases if the fact that I am able to act in such a capacity were known, and therefore, on these grounds, I have ventured to bring the matter to your attention should the project be one which you might feel worthy of further consideration and inquiry.

I am, Sir, your obedient servant,

C. J. STEWART, Public Trustee.

The Officer commanding Regiment.

Obituary.

Mr. R. C. Ponsonby.

The death is announced of Mr. Robert Charles Ponsonby, of 4, Clement's-inn, Strand, solicitor. He was the third son of the Right Hon. Sir Spencer Ponsonby Fane, and was educated at Haileybury, and was admitted a solicitor in 1878. In 1898 he took into partnership the late Mr. Arthur Kennedy, of the firm of Kennedy, Hughes & Kennedy. Subsequently Mr. Ponsonby became head of the firm of Kennedy, Ponsonby & Ryde. Mr. Ponsonby was, says the *Times*, honorary solicitor to the Gordon Boys' Home and various other charities, and was keenly interested in Miss Maude Stanley's working girls' clubs and work in Soho. He was a director of several companies, among others the Chancery-lane Safe Deposit, of which he was vice-chairman. He had a large personal business, and his death will be deeply felt by a great number of clients and friends.

Legal News.

Appointments.

Lord Justice FLETCHER MOULTON has been elected Treasurer of the Honourable Society of the Middle Temple for the ensuing twelve months.

Mr. HERBERT FRANCIS MANISTY, K.C., has been elected Treasurer of the Honourable Society of Gray's-inn for the year 1910, in succession to the Right Hon. J. H. M. Campbell, K.C., M.P.

Mr. JAMES CRAWFORD LEDLIE, M.A., B.C.L., barrister-at-law, Chief Clerk of the Judicial Department of the Privy Council Office, has been appointed Deputy Clerk of the Council and Chief Clerk of the Privy Council Office, in succession to Mr. J. H. Harrison, M.V.O., who will shortly retire.

Changes in Partnerships.

Dissolution.

JOSEPH SEELEY and ADOLPH UNNA SEELEY, solicitors (Seeley & Son), 2, South-square, Gray's-inn, London, and Richmond. Nov. 1. Such business will be carried on in the future by the said Adolph Unna Seeley, at 2, South-square, Gray's-inn, aforesaid.

[*Gazette*, Nov. 19.

Information Required.

WILLIAM RICHARD PEACOCK, deceased.—Any person having in his custody, or having knowledge of the existence of a will executed on or after 29th June, 1909, by William Richard Peacock, of Woodleigh, Norwood-road, Herne Hill, and of 51, Water-lane, Brixton, London, contractor, who died on 6th November, 1909, or any solicitor consulted by the said William Richard Peacock in the month of June last on any business, is requested to communicate immediately with Robotham & Co., Derby, the solicitors for the deceased's widow. Any person producing such will, or giving trustworthy information regarding it, will be remunerated for his trouble.

Derby, 22nd November, 1909.

General.

Judge Woodfall resumed his duties, after his recent indisposition, at the Westminster County Court this week.

Sir Samuel Walker, the Irish Lord Chancellor, was taken ill during the hearing of a case in the Appeal Court at Dublin last week, and had to adjourn the action.

The first appearance in a Russian court of a woman barrister, Mlle. Fleischitz, as one of the four defending counsel in a robbery trial, caused, says the *Evening Standard*, a remarkable scene. The Public Prosecutor declared that in his opinion the appearance of a woman as counsel was illegal, although the Russian law did not specifically say so. Mlle. Fleischitz replied, defending her position, and was supported by her male colleagues. The court retired to consider the question, and eventually decided in Mlle. Fleischitz's favour, whereupon the Public Prosecutor stated that he would not attend the proceedings. The defending counsel demanded the nomination of another prosecutor, but the president closed the sitting.

Mr. Justice Pickford, addressing the grand jury at the Birmingham Assizes, says the *Times*, said that he noticed that the depositions in many cases were endorsed with this note: "The case has been committed here because the assizes have happened before the quarter sessions." That seemed to him to be quite right. If there was to be an assize between two quarter sessions there was no reason for keeping prisoners in gaol until the next quarter sessions. It was sometimes said that it was nothing but a waste of time for judges to be kept trying small cases, but he did not agree with that, especially as every judge of the King's Bench Division was liable to be called upon to sit in the Court of Criminal Appeal, where he had to deal with convictions and revise sentences small as well as great. If he had to do that, it seemed to him that it was not at all a bad thing that he should have practical experience in disposing of small cases as well as great in the assize courts. In that event he would be better able to deal with the small cases when they came up for revision in London.

The Treasurer of Gray's-inn (Mr. J. H. M. Campbell, K.C., M.P.), was unable to preside at the Grand Day dinner on Tuesday, at Gray's-inn. In his absence the Vice-Treasurer (Mr. H. E. Duke, K.C.), and the Masters of the Bench of the Society, entertained the following guests :—Lord Hugh Cecil, the Right Hon. Sir Joseph Dimsdale, Bart., K.C.V.O., the Hon. Mr. Justice Joyce, the Hon. Mr. Justice Bargrave Deane, the Hon. Mr. Justice Parker, Sir William Church, Bart., K.C.B., the Recorder (Sir Forrest Fulton, K.C.), His Honour Judge Sir Thomas Snagge, the Treasurer of the Hon. Society of the Middle Temple (Mr. John Digby), the High Master of St. Paul's School (Dr. A. E. Hillard). The benchers present, in addition to the Vice-Treasurer, were Mr. Mattinson, K.C., Mr. Lewis Coward, K.C., Mr. C. A. Russell, K.C., Mr. Edward Dicey, C.B., Mr. Barnard, K.C., Mr. Manisty, K.C., Mr. Edward Clayton, K.C., Mr. Arthur Gill, Mr. W. P. Byrne, C.B., Mr. F. E. Smith, K.C., M.P., Mr. J. W. McCarthy, and Mr. George Rhodes, K.C., with the preacher, the Rev. R. J. Fletcher.

The whole question of the practice of French judicial procedure in criminal cases, which was raised by certain aspects of the Steinheil case, continues, says the Paris correspondent of the *Times*, to form the subject of discussion, both in the Press and in Parliamentary circles. A Bill will probably be introduced in the Chamber limiting the *rôle* of the president of an assize court to questioning the prisoner solely as to his identity, and confining the right of examination of the prisoner and the witnesses to the Public Prosecutor and the counsel for the defence. Meanwhile, the Minister of Justice, M. Barthou, has stated to a representative of the *Matin* that his department intends to undertake an exhaustive study of what he calls "the defective and antiquated procedure" imposed at present on French examining magistrates and the judges of the assize courts. It should be pointed out that the present Prime Minister, M. Briand, when he was Minister of Justice two years ago, tabled a Bill in favour of conferring upon the jury the right to discuss *in camera* the nature of the punishment to be inflicted. At present a French jury often finds itself exposed to the alternative of acquitting a prisoner whom it regards as guilty from the fear that the court may inflict too severe a penalty, or of declaring the prisoner to be guilty at the risk of allowing the Court to pronounce too heavy a punishment. M. Barthou will appoint an extra-Parliamentary Commission before the end of the week for the study of the whole question of French criminal procedure.

In one of the courts at Edinburgh, on the 18th inst., says the *Evening Standard*, the unusual spectacle was seen of a comely maiden, equipped with a batch of legal documents, sitting in the law agent's seat and instructing counsel. She is the daughter of a well-known lawyer, and is an M.A. and LL.B. of Edinburgh University. Although permitted to take law degrees, women have not yet been accorded entry to the Scottish law societies.

"What is to happen to us in the future I really don't know," exclaimed a leading member of the North-Eastern circuit, in a recent address to a company of law students, says a writer in the *Globe*. Such dark forebodings as to the future of the bar do not appear to have any influence upon the number of calls. As many as 91 students have joined the bar this term, 37 at the Middle Temple, 33 at the Inner Temple (which for once has lost the premier place), 14 at Lincoln's-inn, and 7 at Gray's-inn. There is an increase of 31 upon the number at Michaelmas Term last year. The bar continues to play its part as one of the links of Empire. No fewer than 23 of the newly-called barristers belong to the King's dominions beyond the seas.

A correspondent of the *Times*, writing on "New Judges—and Old Ones," makes some remarkable statements. He says: In giving on 13th November the counter arguments against the increase of the number of judges, you have omitted one, to my mind, of great force. I refer to the extreme age of some of the occupants of the bench. I may say that, owing to ill-health, I have been unable to practise for more than twenty years, and I know no one at present on the bench. My remarks will, I hope, be taken as having no personal intention. When in the seventies I went circuit, I followed three judges whose continuance on the bench was a scandal. The first had almost entirely lost his voice, and, being a most punctilious man, he summed up cases occasionally taking hours, while the jury were unable to catch a single sentence. The second, though in private life I believe one of the most amiable of men, was, owing to the failure of his faculties, so tetchy that the most experienced counsel confessed their inability to know how to treat him. These two judges were appointed when over seventy years of age. The third judge was physically vigorous and not advanced in life, but he was so exceedingly deaf that his summing up in a criminal case was constantly interrupted by the counsel either for the prosecution or defence, as he quoted from his notes remarks that the witnesses had never made. One of your contemporaries complains that the decisions of some of the judges are "so erratic as to make appearance before them a mere matter of speculation." This is a defect, I am afraid, in its nature incurable, and is common to all appointments. You can never be sure how a man will turn out, either as bishop or judge or chief constable.

At the Central Criminal Court, on the 20th inst., says the *Times*, Mr. Justice Grantham, addressing the jury, said: You all of you, of course, have been reading lately a very celebrated trial in France. I need not mention the name. That is a specimen of French jurisdiction and of the French criminal law, by which, apparently, the object of everybody is to convict the prisoner, and as you know, the prisoner is cross-examined by the judge practically to convict her out of her own mouth. That is their effort. Now, if you notice the declaration here, the prisoner stands "on his deliverance" before you. I don't know if you noticed the words—they are very remarkable—and that is our system and our law. You see how absolutely different it is. That is the declaration, and I love it because it shews the principle of our English law. The prisoner is not here to be convicted by you; he is here "on his deliverance" by you if you can see your way to do it. And that is the principle the judges have in trying cases. They try them so that, unless the evidence is quite clear, you "deliver" the prisoner. Of course, it is our duty, and your duty, when the evidence is clear against him, to convict him. It is more remarkable in the country than in town, because in town we try so many of these cases, and it is not noticed so much; but where you are going into a country town where only a few prisoners have to be tried, there you notice the importance of it. The foreman, on behalf of the jury, thanked the learned judge for his explanation. Later on, Mr. Justice Grantham said: There is another rather interesting thing I think I may tell you. When I was looking over some old documents some years ago with reference to a trial, I never could make out the word "puts" written on parchments in regard to prisoners. I expect it would puzzle most of you to know what that means. I am going back hundreds of years. It means that the prisoner "puts himself on the country." After the declaration is made, and the prisoner says "Not Guilty," the officer of the court writes "puts"—that is, the prisoner puts himself on the country. You see the declaration is for witnesses to come forward. The prisoner puts himself on the country, you are the country, and, unless they can bring forward evidence, you "deliver" him.

Winding-up Notices.

London Gazette.—Friday, Nov. 19.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Phosphor Bronze Co, Ltd—Petn for winding up, presented Nov 12, directed to be heard Nov 30. Harris & Co, Finsbury sq, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 29

Sadlers (1906), Ltd—Creditors are required, on or before Dec 6 to send their names and addresses, and particulars of their debts or claims, to Clement Keys, 295, High st, West Bromwich, liquidator

Thomas Yates, Ltd—Creditors are requested, on or before Dec 11, to send their names and addresses, and the particulars of their debts or claims, to John Percy Mountjoy, 27, High st, Cardiff, liquidator. Jones & Son, Cardiff, solors for the liquidator

White & Smallman, Ltd—Creditors are required, on or before Dec 6, to send their names and addresses, and particulars of their debts or claims, to Clement Keys, 295, High st, West Bromwich, liquidator

Zeta Wood Flooring Co, Ltd—Petn for winding up, presented Nov 16, directed to be heard Nov 30. Robinson & Co, Eastcheap, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 29

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

Hartford and Gregson Lane Mills, Ltd—Petn for winding up, presented Nov 16, directed to be heard at the Assize Courts, Strangeways, Manchester, on Dec 6, at 10.30. Finch & Co, Preston, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 4

London Gazette.—Tuesday, Nov. 23.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Harrington Iron and Coal Co, Ltd—Creditors are required, on or before Jan 8, to send their names and addresses, and the particulars of their debts or claims, to William Barclay Peat, 11, Ironmonger ln. Brockbank & Co, Whitehaven, solors for liquidator

Hatton Garden Share Syndicate, Ltd (in Liquidation)—Creditors are required, on or before Dec 24, to send their names and addresses, and the particulars of their debts or claims, to Oscar Moore, 50, Charleville rd, W.

Moss Bay Hematite Iron and Steel Co, Ltd—Creditors are required, on or before Jan 10, to send their names and addresses, and the particulars of their debts or claims, to William Barclay Peat, 11, Ironmonger ln. Paisley & Co, Workington, solors to the company.

T. D. C. Syndicate, Ltd—Creditors are required, on or before Dec 23, to send their names and addresses, and the particulars of their debts or claims, to Walter Bramall, 530, Salisbury house, London wall. Ashurst & Co, Throgmorten av, solors for the liquidator

Workington Iron Co, Ltd—Creditors are required, on or before Jan 4, to send their names and addresses, and the particulars of their debts or claims, to William Barclay Peat, 11, Ironmonger ln. Brown & Co, solors for the liquidator

Resolutions for Winding-up Voluntarily.

London Gazette.—Friday, Nov. 19.

Cawnpore Fibre Co, Ltd.
Charles Rowley & Co, Ltd.
King & Heywood, Ltd.
Bennett Bros, Birmingham, Ltd.
Warrant Syndicate, Ltd.
Albright Sign Co, Ltd.
Mount Root Co, Ltd.
Ramie Wool and Flock Mills, Ltd.
Baker Oil Separator Co, Ltd.
Pearlite Steel Co, Ltd.
Ernest Brown, Ltd.
R. C. Barnes & Sons, Ltd.
J. N. Miller, Ltd.

London Gazette.—Tuesday, Nov. 23.

British Empire Agency, Ltd (Reconstruction)
Witching Waves, Ltd.
Colonial Oil Syndicate, Ltd.
Crosby & Walker, Ltd.
Lawford-Capper Range Finder Co, Ltd.
St. George's Motor Car Co, Ltd.
Number 9 Accrington and District Investment Co, Ltd.
Warrington Motor Carriage Co, Ltd.
Watsons' (Plaistow), Ltd.
Eaglescliffe Road Brick and Tile Co, Ltd.
T. D. C. Syndicate, Ltd.
Anglo-Spanish Copper Co, Ltd.
Harrogate and District Building Trades Exchange Co, Ltd.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday ...Nov. 29	Mr Bloxam	Mr Theed	Mr Leach	Mr Church
Tuesday 30	Farmer	Bloxam	Borrer	Theed
Wed. .....Dec. 1	Leach	Farmer	Beal	Bloxam
Thursday 2	Borrer	Leach	Greswell	Farmer
Friday 3	Beal	Borrer	Goldschmidt	Leach
Saturday 4	Greswell	Beal	Synge	Borrer

Date.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday ...Nov. 29	Mr Greswell	Mr Farmer	Mr Beal	Mr Synge
Tuesday 30	Goldschmidt	Leach	Greswell	Church
Wed. .....Dec. 1	Synge	Borrer	Goldschmidt	Theed
Thursday 2	Church	Beal	Synge	Bloxam
Friday 3	Theed	Greswell	Church	Farmer
Saturday 4	Bloxam	Goldschmidt	Theed	Leach

The Property Mart.

Forthcoming Auction Sales.

Nov. 30.—Messrs. Mivart & Co., at the Mart, at 2: Leasehold Shop Premises, Family Residences, &c. (see advertisement, back page, this week).

Dec. 1.—Messrs. Reynolds & Eanon, at the Mart, at 2: Freehold Business Premises (see advertisement, back page, Nov. 13).

Dec. 1.—Messrs. Percy H. Clarke & Son, at the Mart, at 2: Freehold Ground-rents (see advertisement, back page, Nov. 13).

Dec. 1.—Messrs. Edwin Fox & Bousfield, at the Mart, at 2: Shares (see advertisement, back page, Nov. 20).

Dec. 2.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2: Reversions, Rent Charge, Life Interest, Policies of Assurance, &c. (see advertisement, back page, this week).

Dec. 8.—Messrs. Trollope, at the Mart: Residence (see advertisement, page xv, Oct. 30).

Dec. 8.—Messrs. Ware & Co., at the Mart, at 2: Leasehold Investment (see advertisement, back page, Nov. 20).

Dec. 14.—Messrs. Glasier & Sons, at the Mart, at 2: Leasehold Residence and Investment (see advertisement, back page, this week).

Dec. 15.—Messrs. J. H. Masterman & Co., at the Mart, at 2: Leasehold Town House and Freehold Ground Rents (see advertisement, back page, this week).

Dec. 16.—Messrs. David J. Chattell & Sons, at the Mart, at 2: Leasehold Residences, Freehold Ground-Rents, &c, (see advertisement, back page, this week).

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

Last Day of Claim.

London Gazette.—Friday, Nov. 12

Agnew, Francis Vans, Attock, Punjab, India Dec 30 Bone, Bournemouth
Anstee, Mary, Nettleton, nr Chippenham, Wilts Dec 13 W J & D Awdry, Chippenham
Bancroft, Joe Barrett, Halifax Nov 30 Dey, Halifax
Bebb, Nathaniel, Liverpool, Ironmonger Dec 13 Schierwater & Symond, Liverpool
Bevan, Catherine, Bedlinog, Glam Dec 14 Reynolds, Merthyr Tydfil
Blanchard, William Edward, Roby, nr Liverpool Dec 15 T J Smith & Son, Liverpool
Broughton, Sarah, Peterborough Dec 13 Wyman, Peterborough
Brushett, Emily Laura, Melbourne, Cambridge Dec 24 Wood & Sons, Eastcheap
Burt, William Stanley, Charlton Kings, nr Cheltenham Dec 11 McLaren, Cheltenham
Clarke, Marion Lowe, Herne Bay, Kent Jan 1 Hughes & Sons, Jonn st, Badford row
Court, William George, Whitechapel rd Dec 31 Baxter & Co, Victoria st
Eadsforth, Henry, Liscard, Chester, Insurance Agent Dec 11 Shippey & Jordan, Manchester
Entwistle, Samuel, Bolton Dec 14 Fairbrother, Bolton
Fleck, Joseph August, Camden rd Dec 12 Routh & Co, Southampton st, Bloomsbury
Fletcher, Langley, North Hykeham, nr Lincoln, Builder Dec 4 Hebb & Sills, Lincoln
Fortescue, Hon Dudley Francis, Hertford st, Mayfair Dec 8 Ford & Co, Exeter
Foster, Louisa, Exham Dec 4 Hebb & Sills, Lincoln
Glossop, Samuel, Cardiff, Printer Dec 1 Lewis, Cardiff
Godwin, Joseph, Clevedon, Somerset Dec 20 J L & E T Daniell, Bristol
Gray, Martha Elizabeth, Rawdon, nr Leeds Dec 13 Ford & Warren, Leeds
Grove, Capt Stabhope Grove, RN, Taynton, Glos Dec 16 Nicholl & Co, Howard st, Strand
Grundy, William, Tibberton, nr Droitwich Dec 31 Bearcroft, Droitwich
Halle, Charles Edward, St Leonards on Sea Dec 13 Radford & Frankland, Chancery ln
Hargreaves, Stephen, Lees, nr Keighley, Yorks Dec 30 Durrance, Bradford
Heather, Charlotte, Brondesbury Dec 14 Clayton & Co, Lancaster pl, Strand
Hesketh, William, Birkdale Dec 19 Burditt, Birkdale
Hobson, Anne, Regent's Park rd Dec 20 Clarke & Co, John st, Bedford row
Hulin, Hannah, Cardiff Dec 13 Maclean & Handcock, Cardiff
James, Joseph, Hanley, Yeoman Dec 11 Huntbach, Hanley
Jones, Bryan Lanchester, New Bond st, Music Publisher Dec 18 Golding & Co, Cannon st
Jones, Elizabeth, Newport, Mon Dec 20 Lloyd & Pratt, Newport, Mon
Kelly, Mary Anne, Canonbury sq, Canonbury Dec 12 Smith & Co, London wall
Lewis, John, Ford Vicarage, nr Shrewsbury Jan 9 Wright & Hollins, Oldbury, Worcester
Lucas, Eliza, Swanage Dec 27 Paris & Co, Southampton
Maclure, Mary Frances, Liverpool Dec 14 Pennington & Higson, Liverpool
Mennie, Catherine Frances, Lewisham Dec 12 Stones & Co, Finsbury circus
Monger, John, Dover Nov 20 E W & V Knocker, Dover
Page, William, Stoke Saint Milborough, Salop, Farmer Dec 11 Marston & Sons, Ludlow
Parry, Mary Josephine, Leytonstone rd, Essex Dec 31 Vandercom & Co, Bush ln
Phillips, Edward Picton, Haverfordwest, Surgeon Dec 9 Jones, Haverfordwest
Ramsbotham, James, Richmond, Stockbroker Dec 12 Simpson & Bowen, Princes st
Rimmer, Edward Wilson, Liverpool, Fishmonger Dec 15 Smith & Son, Liverpool
Ronald, Euphemia, Liverpool Dec 31 Riley & Co, Liverpool
Rowse, Charles, Saint Agnes, Cornwall Dec 15 Hancock, Truro
Sale, Sarah Elizabeth, Southsea, Hants Dec 15 Nisbet & Co, Lincoln's inn fields
Scicluna, Guiseppe, Malta, Banker Dec 18 Samuel Garrett, c.o. Parker & Co, St Michael's Rectory, Cornhill
Sibley, James, Stisted, Essex, Butcher Dec 1 Holmes & Hills, Braintree,
Stephenson, Annie, Horncastle, Lincs Dec 12 Mayson, West Hartlepool
Thomas, John, Cilrhug, Llangeitho, Cardigan Dec 7 Watkins, Lampeter
Thorndick, Mary Ann, Cambridge Dec 15 Nicholson, Lowestoft
Timson, Joseph, Enderby, Leicester, Yeoman Dec 15 Richardson, Leicester
Tolhurst, John, JP, Beckenham Dec 11 Irvine, & Co, Crutched Friars, Mark ln
Tresidder, Matilda, St Ives, Cornwall Jan 12 Whiteford & Bennett, Plymouth
Waring, Henry, Beenham, Berks Dec 31 H & C Collins, Reading
Wilkins, Robert Francis, Kingswear, Devon Dec 20 Trinder & Co, Leadenhall st
Wray, Elizabeth, Blackpool Dec 18 Farrar, Halifax

London Gazette.—Tuesday, Nov. 16.

Akers, Joseph, Masham, Yorks Dec 27 Edmundson & Gowland. Masham, RSO, Yorks
Bamford, Janet, Wolverhampton Dec 13 Willcock & Taylor, Wolverhampton
Brooke, Samuel, Cotton, Suffolk, Seedsman Nov 27 Gudgeons & Co, Stowmarket
Brown, William, Sutton, Surrey Dec 20 Kimber & Co, Old Jewry
Callow, John Robert, Bexley Heath, Kent Dec 13 Baynes, Bexley Heath, Kent
Carter, Frederick, Billericay, Essex, MD Dec 16 Wood & Co, Southend on Sea
Clements, Joshua, Kates Hill, Dudley, Engineer Dec 11 Stainer & Co, Dudley
Cobbett, Eleanor Florence, Le Havre, France Nov 30 Jenkinson & Co, Frederick's pl, Old Jewry
Doherty, William James, Birmingham Dec 14 Wright & Co, Liverpool
Durose, William, Gloucester Dec 15 Langley-Smith & Son, Gloucester
Llewelyn, William Evans, Birkdale, Lancs Dec 28 Brighouse & Co, Liverpool
Hargreaves, Mary Jane, Claughton, Chester Dec 14 Wright & Co, Liverpool
Heley, William James, Wing, Bucks, Veterinary Surgeon Dec 20 Priest, Verulam bldgs, Gray's inn
Hollingdrake, Jane, Bradford Dec 16 Walker, Bradford
Hughes, Frederick Ernest, Bexley Heath, Kent, Warehouseman Dec 21 Bransbury, Pancras ln, Queen st
Jackson, William, Norwich, Musician Dec 15 Stevens & Co, Norwich
Jackson, William, Tideswell, Derby, Grocer Dec 25 Hadfield & Co, Manchester
Jesty, Charles, Radipole, Dorset, Surveyor Jan 1 Bowen & Symes, Weymouth
Jones, Richard Arthur Archibald, Guildford Dec 16 Bischoff & Co, Gt Winchester st
Land, George, South Benfleet, Essex, Innkeeper Dec 14 W & F Gregson, Southend on Sea
Leaney, George William, Southend on Sea, Builder Dec 11 W & F Gregson, Southend on Sea
McConnell, Alexander, Harrogate, Wine Merchant Dec 31 McConnell, Leeds
Moffet, Margaret Ann, Hetton le Hole, Durham Dec 18 Priddin, Houghton le Spring
Nicholson, Rex, Hillingdon Heath, nr Uxbridge Nov 36 Peter & Son, Launceston
Rogers, John Bellas, Cole Park, Twickenham Dec 31 Clayton & Co, Lancaster pl Strand
Scott, John, Corsham, Wilts Dec 11 Ponting & Co, Warminster, Wilts
Simmonds, Ursula Elizabeth, Ashford, Kent Dec 7 Hallett & Co, Ashford
Swarbrick, William, Kirkham, Lancs Dec 1 Gaulter, Kirkham
Thompson, George, Liverpool Dec 31 Whitley & Co, Liverpool
Thornton, Jonas Moore, Heckmondwike, Yorks Dec 4 Scolefield & Co, Batley
Tulloch, James, Hampstead Dec 31 Radcliffe & Co, Craven st, Charing Cross
Turkentine, Edward, Great Cornard, Suffolk Jan 1 Steed & Steed, Sudbury, Suffolk
Vaughan, Mary Ann, Barry, Glam Dec 17 Hughes, Barry
Vaughan, William Edwards, Dunkerton, Somerset, Farmer Dec 31 Jackson & Jackson. Devizes
Walker, William, Hulme, Manchester Nov 20 Grundy & Co, Manchester
Ward, John Furness, Middleton, Lancs Dec 15 Clark & Co, Oldham
Warsop, Samuel, Mansfield, Notts, Tailor Dec 16 Alcock, Mansfield
Wigglesworth, John, Ditton, Lancs, Publican Nov 27 Oppenheim & Son, Liverpool
Wilson, Fanny, Stratford on Avon Dec 31 Slatter & Co, Stratford on Avon

London Gazette.—Friday, Nov. 19.

Allen, Samuel, Nottingham Dec 7 Dowson & Wright, Nottingham
Bailey, Florence Sarah, Bournemouth Dec 31 Gabb & Walford, Abergavenny
Baker, Alfred John Edward, High rd, Willesden Green, Chemist Dec 11 Mason, Blackheath
Benson, John, Derby, Builder Dec 20 Robotham & Co, Derby
Bickerdike, Charles, Scarborough Dec 20 Whitfield, Scarborough
Booth, John William, Bradford, Ice Cream Dealer Dec 24 Ellis & Healey, Bradford
Brough, Ann, Longton Nov 30 Patterson, Longton, Staffs
Brough, George, Longton, Fruiterer Nov 30 Patterson, Longton, Staffs
Budd, John Chamber, Threadneedle House Dec 20 Sanders, George st
Bunting, James, Torquay Dec 29 Kearsey & Co, Cannon st
Burge, Samuel, Richmond Nov 29 Durham & Co, Kingston on Thames
Burris, William Henry, Bristol, Commercial Traveller Dec 21 Barry & Harris, Bristol
Chamberlain, Henry Buckley, Mansfield, Notts, Solicitor Dec 18 Holyoak & Underwood, Leicester
Crane, Henry Fowler Clayton, 8 Tottenham Dec 18 Nash, Coleman st
Davidson, Elizabeth, Bath Dec 30 Sladen & Wing, Delahay st
Davies, John, Bayston Hill, nr Shrewsbury Nov 27 Hayward & Co, Wolverhampton
Dimmack, Francis William, Twickenham Dec 19 Barnard, York rd, Lambeth
Edgell, Edward Dover, Halstead, nr Sevenoaks Dec 31 Lee & Co, The Sanctuary
Fairs, Edward, Dedham, Essex, Jobmaster Nov 30 Prior, Colchester
Hague, Letitia Caroline, Ashover, Derby Dec 20 Acton & Marriott, Nottingham
Harris, Elizabeth, Loampit vale, Lewisham Dec 19 Harris, jun, Brockley
Harris, Thomas, Abertillery, Mon Dec 17 Everett, Abertillery
Hesselden, John, Halifax Dec 29 Storey & Co, Halifax
Heymanson, Adelaide, Bexhill on Sea Dec 21 Godfrey & Co, Chancery ln
Hibbert, John, Sheffield Dec 31 Rodgers & Co, Sheffield
Hibbert, William, Sheffield Dec 31 Rodgers & Co, Sheffield
Hill, Dinah, Smethwick, Staffs Dec 1 Hooper & Fairbairn, Dudley
Howard, Richard, Thetford, Norfolk, Veterinary Surgeon Dec 29 Houchen & Co, Thetford
Jackson, Caroline, Liverpool Dec 29 Weightman & Co, Liverpool
Kendal, Ellen Scott, Kendal Dec 31 Gregory, Bradford
Kniveton, Frank, Las Palmas, Grand Canary, Merchant Dec 29 Owen, Liverpool
Mackinlay, Richard Edward, Harpur st, Theobalds rd Dec 2 Barber & Son, St. Swithin's ln
Mann, Ann, Colchester Dec 6 Prior, Colchester
Mathre, Agnes Annie, Bardon Hill, Leicester Dec 19 Whetstone & Frost, Leicester
Mattingley, Maria, Addison rd, Kensington Jan 1 Phillips & Cummings, Sherborne ln
Newsome, William, Ravensthorpe, Yorks, Piano Manufacturer Dec 31 Gledhill, Dewsbury
Pearson, George Greenwood, Lexham gdns, South Kensington Dec 31 Janson & Co, College hill, Cannon st
Popplewell, Hannah, Wakefield Dec 23 Watson & Co, Sheffield
Pummery, George John, East Dulwich Dec 13 Oldman & Co, Harcourt bldgs, Temple
Reading, Frederick James, Brighton, Undertaker Dec 31 Champions & Co, Brighton
Robinson, John Hulme, Southport Dec 21 Buck & Co, Southport
Sampson, James, Sheffield Dec 31 Taylor & Emmet, Sheffield
Swan, William James, Penton pl, Pentonville rd, Tailor Jan 1 Barnes & Co, Walworth rd
Thomans, Jesse, Old Hill, Staffs Nov 30 Cooksey & Co, Old Hill, Staffs
Webster, Richard, Litherland, Lancs, Farmer Dec 15 North & Co, Liverpool
Wilkinson, Joseph, Blackpool Dec 20 Woodall, Blackpool

London Gazette.—Tuesday, Nov. 23.

Ainley, Hefford, Kirkheaton, nr Huddersfield Jan 3 Ramsden & Co, Huddersfield
Armitage, Law, Edgerton, Huddersfield, Rug Manufacturer Jan 3 Ramsden & Co, Huddersfield
Aspinall, Katharine, Gt Glen, Leicester Dec 22 Wordsworth & Co, Bloomsbury sq
Barbeau, Walton Champlain, Mark ln, Manufacturer Jan 1 Algar, Abchurch ln
Barlow, Florence Elizabeth, Binfield rd, Clapham Dec 24 Kingsbury & Turner, Brixton rd
Bottomley, Alfred, Roundhay, Leeds, Architect Dec 4 Elliott, Leeds
Christie, Helen Susannah Trigothick, High Wycombe Dec 31 Parker & Son, High Wycombe
Ennals, Robert, Hitcham, Suffolk Dec 18 Hayward & Son, Needham Market, Suffolk
Fishburn, John, Ecclesfield, Yorks, Confectioner Dec 20 Smith & Co, Sheffield
Fishburn, Ellen, Ecclesfield, Yorks Dec 20 Smith & Co, Sheffield
Gratton, Fanny, Rhyl, Flint Dec 18 Gamlin, Rhyl
Halbeard, Anne, Warwick Dec 20 Heath & Blenkinsop, Warwick
Hayes, James, Bradford, Manchester, Furniture Remover Dec 18 Hinchcliffe, Manchester
Ling, Thomas, Allenton, Derby, Farmer Dec 20 Sale, Derby
Makis, William, Billinge Higher End, Lancs, Farmer Dec 31 Graham & Ainsworth, Wigan
Maryon-Wilson, Rose Emily, Prince's gdns Dec 16 May & Co, Lincoln's inn fields
Mitchell, Harriet Ann, Whalley Range, Manchester Jan 4 J & E Whitworth, Manchester
Morgan, Mary, Pontypridd Jan 18 Gwilym & Co, Merthyr Tydfil
Newman, Francis Thomas, Folkestone, Architect Dec 31 Bradley & Hulme, Folkestone
Parker, Mary, Barwick in Elmet, Yorks Jan 1 Wilkinson, Leeds
Parkin, Joseph, Sheffield, Steel Merchant's Foreman Dec 24 Branson & Son, Sheffield
Pitts, Frederic, Ealing, Stockbroker Dec 31 Emmet & Co, Bloomsbury sq
Pye, Mary, Tranmere, Cheshire Dec 23 Woolcott & Co, West Kirby, Cheshire
Rowley, Elizabeth, Ainsdale, Lancs Dec 31 Whitley & Co, Liverpool
Saick, Seet Lian, Singapore, Straits Settlement, Merchant Dec 21 Speechly & Co, New sq, Lincoln's inn
Seaton, Walter Lewis, East Malling, Kent Dec 31 Pakeman & Co, Ironmonger ln
Snellgrove, Sherlemiah, Addlestone, Surrey Dec 11 Paine & Co, Chertsey
Stanley, George Britton, East Cramlington, Northumberland Dec 11 Booth & Wood, Bishop Auckland
Storrs, Sarah Ann, Virginia Water, Surrey Dec 20 Pedley, Bush ln
Sylvester, William Thomas Mainwaring, Castleford, Yorks Dec 22 Farrar & Co, Wardrobe pl, Doctors' Commons
Thomas, Harry Edgecumbe, Stoke Bishop, Bristol Jan 18 Gwilym & Co, Merthyr Tydfil
Thomas, John Gearing, Abergervenny, Mon, Builder Dec 31 Gabb & Walford, Abergavenny
Throbougood, James Dec 21 Simpson & Co, Liverpool
Trippett, Sarah Amelia Fowler, Doncaster Dec 19 Allen, Doncaster
Tucker, Thomas, Exmouth, Draper Jan 3 Rooks & Sons, King st, Cheapside
Turner, Richard John Jones, St Stephen's rd, Lewisham Dec 21 Kirk, Eldon st
Tuson, Richard, Much Woolton, nr Liverpool, Grocer Dec 22 Smith & Son, Liverpool
Tweedy, Charles Winstanley, Taltal, Chili Jan 3 Christopher & Son, Argyll pl
West, Joseph, Nottingham Jan 3 Williams & Co, Nottingham
Wood, Reuben, Sheffield, Cab Proprietor Dec 27 Watson & Co, Sheffield

Bankruptcy Notices.

London Gazette.—FRIDAY, Nov. 19.

RECEIVING ORDERS.

ASHBY, GEORGE LAWRENCE, Whyteleafe, Surrey, Corn Merchant Croydon Pet Nov 13 Ord Nov 13

ASHE, JAMES, Woolton, nr Liverpool, Baker Liverpool Pet Nov 1 Ord Nov 16

ASHWORTH, JOHN, Rochdale, Lancs, Farmer Rochdale Pet Nov 17 Ord Nov 17

BAGG, ROBERT, Bridgwater, Somerset, Pastrycook Bridgwater Pet Nov 15 Ord Nov 15

BAYNES, DONALD, South Audley st, Medical Practitioner High Court Pet Nov 17 Ord Nov 17

BROOKER, WILLIAM TURNER, Littlehampton, Cabinet Maker Brighton Pet Nov 17 Ord Nov 17

CHARLES, ALFRED, Brighton, Sussex, Tailor Brighton Pet Nov 16 Ord Nov 16

CLAY, JOHN, Wem, Salop, Baker Shrewsbury Pet Nov 16 Ord Nov 16

COUSINS, ARTHUR, Birchington, Kent, Coal Merchant Canterbury Pet Nov 17 Ord Nov 17

DANIELL, WARWICK B, Beckenham Croydon Pet Sept 9 Ord Nov 16

DION, FREDERICK, Boston, Lincs, Butcher Boston Pet Nov 17 Ord Nov 17

EAST, WILLIAM JAMES, Worthing, Speculative Builder Brighton Pet Nov 15 Ord Nov 15

FISCHER, FREDERICK HERMAN, Swansea, Grocer Swansea Pet Nov 17 Ord Nov 17

GEALE, AMELIA ANN, Portinscale, Keswick Cockermouth Pet Nov 3 Ord Nov 15

HARRIS, SIDNEY LEWIS, Weston super Mare, Milliner Bridgwater Pet Nov 15 Ord Nov 15

HOSKINS, JOB, Wattstown, Glam, Greengrocer Pontypridd Pet Nov 15 Ord Nov 15

HOWE, GEORGE, Heeley, Sheffield, Fish Dealer Sheffield Pet Nov 5 Ord Nov 17

HOWSAM, JACOB, Peterborough, Confectioner Peterborough Pet Nov 17 Ord Nov 17

JONES, JOHN ERNEST, Clifton, Bristol, Tailor Bristol Pet Nov 16 Ord Nov 16

KISSOCK, DAVID, & Co, Gt Tower st, Merchants High Court Pet Oct 15 Ord Nov 17

KOTTUSCH, E WALDER, Park rd, Regent's Park, Civil Engineer High Court Pet Oct 15 Ord Nov 17

LEVY, JOSEPH, Strangeways, Manchester, Wine Merchant Manchester Pet Nov 5 Ord Nov 17

LEWIS, ROWLAND CHARLES, Meole Brace, Shrewsbury, Golf Professional Shrewsbury Pet Nov 15 Ord Nov 15

LOUIS MORTELMANS BARR & Co, Portobello rd, Notting hill High Court Pet Oct 22 Ord Nov 16

MACKAY, ROY, Hamilton ter, St John's Wood High Court Pet June 21 Ord Nov 16

MARCHANT, JAMES RICHARD, and FREDERICK ROBERT WARRY, Freshford, Somerset, Wheelwrights Bath Pet Nov 17 Ord Nov 17

MYERS, JOSEPH, Hanbury st, Spitalfields, Provision Merchant High Court Pet Oct 11 Ord Nov 17

PORRITT, JAMES, Cheadle Hulme, Cheshire, Estate Manager Stockport Pet Oct 20 Ord Nov 17

POXON, JAMES, Thulston, Derby, Farmer Derby Pet Nov 17 Ord Nov 17

REED, CLARA, Brighton, Confectioner Brighton Pet Nov 15 Ord Nov 15

ROCK, JAMES, Acocks Green, Worcester, Grocer Birmingham Pet Oct 29 Ord Nov 16

SCHROEDER, FELIX GOTTLEIB LUDWIG, York York Pet Nov 16 Ord Nov 16

SOCHON, WILLIAM THOMAS, Droitwich, Worcester, Hydro Proprietor Worcester Pet Nov 16 Ord Nov 16

STANSFIELD, JOHN LORD, Salford, Lancs, Chemical Manufacturer Salford Pet Oct 25 Ord Nov 15

STRONGITHARM, GEORGE, Risboro' Line, Shorncliffe, Kent Canterbury Pet Oct 29 Ord Nov 13

THOMAS, JOHN EDWARD, Ebbw Vale, Mon, Boot Repairer Tredegar Pet Nov 17 Ord Nov 17

TOBIN, THOMAS, Margate, Carriage Proprietor Canterbury Pet Nov 16 Ord Nov 16

VOYCE, JAMES HENRY, Nottingham, Mercantile Agent Nottingham Pet Nov 15 Ord Nov 15

WALTER, ALFRED, Gosport, Hants, Baker Portsmouth Nov 13 Ord Nov 13

WARREN, JOSEPH CHARLES, Walterton rd, Paddington, Butcher High Court Pet Nov 15 Ord Nov 15

WILLERS, THOMAS, Leytonstone, Builder High Court Pet Oct 6 Ord Nov 4

WILLOUGHBY, ARTHUR, Tavistock Plymouth Pet Nov 13 Ord Nov 15

WILLS, LOUIS ERNEST, Newport, I of W, Motor Engineer Newport Pet Nov 13 Ord Nov 13

FIRST MEETINGS.

ASHBY, GEORGE LAWRENCE, Whyteleafe, Surrey, Corn Merchant Nov 29 at 11.30 132, York rd, Westminster Bridge

BROOKER, WILLIAM TURNER, Littlehampton, Cabinet Maker Nov 30 at 12.30 Off Rec, 4, Pavilion bldgs, Brighton

BUCKINGHAM, CHARLES, Oakford, Devon, Wheelwright Nov 30 at 12 Off Rec, 9, Bedford circus, Exeter

BUCKINGHAM, THERESA HELENA, Oakford, Devon, Grocer Nov 30 at 12 Off Rec, 9, Bedford circus, Exeter

CHARLES, ALFRED, Brighton, Tailor Nov 30 at 11 Off Rec, 4, Pavilion bldgs, Brighton

CLAY, JOHN, Wem, Salop, Grocer Dec 4 at 12.30 Off Rec, 22, Swan hill, Shrewsbury

COUSINS, ARTHUR, Birchington, Kent, Coal Merchant Nov 27 at 11.30 Off Rec, 68A, Castle st, Canterbury

DODDS, WILLIAM DODDS, Witton Park, Durham, Warehouseman Dec 2 at 3 The Talbot Hotel, Bishop Auckland

EAST, WILLIAM JAMES, Worthing, Speculative Builder Nov 30 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton

ERSKINE, WILLIAM ALEXANDER ERNEST, Challoner mans, Kensington, Music Hall Entertainer Nov 30 at 1 Bankruptcy bldgs, Carey st

FARQUHAR, FRANK HAROLD, Urmston, Lancs, Bookseller Nov 27 at 11 Off Rec, Byrom st, Manchester

FUMAGALLI, ALFREDO ISADORA CAMILLO, Wilton rd, Pimlico, Restaurant Keeper High Court Nov 29 at 11 Bankruptcy bldgs, Carey st

GARDNER, FRANCES, Higher Broughton, Salford, Woollen Goods Merchant Nov 29 at 3 Off Rec, Byrom st, Manchester

GLEN, JAMES, Burghley rd, Kentish Town, Provision Dealer Nov 29 at 12 Bankruptcy bldgs, Carey st

GRIFFITHS, WILLIAM HENRY, Earlestown, Lancs Nov 27 at 11.30 Off Rec, Byrom st, Manchester

GUEST, TOM, Tickhill, Yorks, Confectioner Dec 2 at 11.30 Off Rec, Figtree ln, Sheffield

HALL, GEORGE, Folkestone, Fishmonger Nov 27 at 10.30 Off Rec, 68A, Castle st, Canterbury

HORTON, WALTER, Gt Grimsby, Insurance Agent Nov 30 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby

HOSKINS, JOB, Wattstown, Glam, Greengrocer Nov 29 at 2 Off Rec, Post Office chmbrs, Taff st, Pontypridd

HOWARTH, JOHN, Sheffield, General Dealer Dec 2 at 12 Off Rec, Figtree ln, Sheffield

HUGHES, WILLIAM HENRY, Mold, Flint, House Decorator Nov 27 at 12 Crypt chmbrs, Eastgate row, Chester

HYDE, HAROLD, Colne, Lancs, Printer Nov 27 at 11.15 Off Rec, 13, Winckley st, Preston

JONES, THOMAS ROBERT, Kenfig Hill, Glam, Collier Nov 27 at 12 Off Rec, 117, St Mary's st, Cardiff

JUPP, HAROLD HOLROYD, Stanstead Abbotts, nr Ware, Herts, Clerk Nov 30 at 12 14, Bedford row

LEWIS, ROWLAND CHARLES, Meole Brace, Shrewsbury, Golf Professional Dec 4 at 12 Off Rec, 22, Swan hill, Shrewsbury

LLOYD, THOMAS HOWELL, Fishguard ,Pembroke, Wheelwright Nov 27 at 12.45 Off Rec, 4, Queen st, Carmarthen

LOUIS MORTELMANS BARR & Co, Portobello rd, Notting Hill, Manufacturers of Artistic Fibrous Plaster Nov 30 at 12 Bankruptcy bldgs, Carey st

MACKAY, ROY, Hamilton ter, St John's Wood Nov 30 at 11 Bankruptcy bldgs, Carey st

MARQUIS, RICHARD, Burnley, Carter Nov 27 at 11 Off Rec, 13, Winckley st, Preston

MILDON, SAMUEL HERBERT, Cardiff, Builder Nov 29 at 12 Off Rec, 117, St Mary st, Cardiff

OTTAWAY, HENRY WILLIAM, Tring, Herts, Grocer Nov 27 at 12 1, St Aldates, Oxford

REED, CLARA, Brighton, Confectioner Nov 30 at 12 Off Rec, 4, Pavilion bldgs, Brighton

RENSHAW, WILLIAM ROBERT, Stafford, Engineer Nov 29 at 2.30 Off Rec, King st, Newcastle, Staffs

SCHROEDER, FELIX GOTTLIEB LUDWIG, York Dec 1 at 3 Off Rec, The Red House, Duncombe pl, York

SHAW, JAMES HENRY, Lower Rockcliffe, Bacup, Lancs, Railway Goods Guard Nov 30 at 11.30 Townhall, Rochdale

SHORROCK, M P, Caxton House, Westminster, Director of Public Companies Nov 29 at 11 Bankruptcy bldgs, Carey st

SLATER, ALBERT, West Bromwich, Dairyman Dec 1 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham

TRUSCOTT, SIMON, St Austell, Cornwall, Merchant Dec 2 at 12 Off Rec, 12, Princess st, Truro

WALLWORK, JAMES HENRY, Ashton under Lyne, Insurance Clerk Nov 27 at 12 Off Rec, Byrom st, Manchester

WARREN, JOSEPH CHARLES, Walterton rd, Paddington, Butcher Nov 29 at 12 Bankruptcy bldgs, Carey st

WILLERS, THOMAS, Leytonstone, Builder Dec 1 at 12 Bankruptcy bldgs, Carey st

WILLEY, THOMAS HENRY, Exeter, House Decorator Nov 30 at 11.30 Off Rec, 9, Bedford circus, Exeter

WRIGHT, CHARLES, Luton, Straw Hat Manufacturer Nov 29 at 12 Chamber of Commerce, 29, King st, Luton

Amended Notice substituted for that published in the London Gazette of Nov 16 :

GOULD, JAMES, Christchurch, Hants, Dealer in Fancy Goods Nov 25 at 12 Off Rec, Midland Bank chmbrs, High st, Southampton

ADJUDICATIONS.

ASHBY, GEORGE LAWRENCE, Whyteleafe, Surrey, Corn Merchant Croydon Pet Nov 13 Ord Nov 17

ASHWORTH, JOHN, Rochdale, Farmer Rochdale Pet Nov 17 Ord Nov 17

BAGG, ROBERT, Bridgwater, Somerset, Pastrycook Bridgwater Pet Nov 15 Ord Nov 15

BAYNES, DONALD, South Audley st, Medical Practitioner High Court Pet Nov 17 Ord Nov 17

BECKWITH, JOHN, Harrow, Builder St Albans Pet Sept 16 Ord Nov 12

BROOKER, WILLIAM TURNER, Littlehampton, Cabinet Maker Brighton Pet Nov 17 Ord Nov 17

CLARKE, ARTHUR EDWARD, Widley rd, Elgin av, Surgeon High Court Pet July 7 Ord Nov 16

CLARKE, THOMAS WILLIAM, Buckingham gate, Westminster, Turf Commission Agent High Court Pet Oct 8 Ord Nov 17

CLAY, JOHN, Wem, Salop, Baker Shrewsbury Pet Nov 9 Ord Nov 16

COLLINGS, FERDINAND MARCUS, Buckingham st, Strand, Solicitor High Court Pet Aug 21 Ord Nov 16

COUSINS, ARTHUR, Birchington, Kent, Coal Merchant Canterbury Pet Nov 17 Ord Nov 17

DION, FREDERICK, Boston, Lincs, Butcher Boston Pet Nov 17 Ord Nov 17

EAST, WILLIAM JAMES, Worthing, Speculative Builder Brighton Pet Nov 15 Ord Nov 15

ERSKINE, WILLIAM ALEXANDER ERNEST, Challoner mans, Kensington, Music Hall Entertainer High Court Pet Nov 13 Ord Nov 16

FISCHER, FREDERICK HERMAN, Swansea, Grocer Swansea Pet Nov 17 Ord Nov 17

GROSSMAN, NATHAN, Carew rd, South Tottenham, Draper High Court Pet Oct 28 Ord Nov 17

HARRIS, SIDNEY LEWIS, Weston super Mare, Milliner Bridgwater Pet Nov 15 Ord Nov 16

HOWSAM, JACOB, Peterborough, Baker Peterborough Pet Nov 17 Ord Nov 17

HOSKINS, JOB, Wattstown, Glam, Greengrocer Pontypridd Ord Nov 15 Pet Nov 15

LEWIS, ROWLAND CHARLES, Meole Brace, Shrewsbury, Golf Professional Shrewsbury Pet Nov 15 Ord Nov 15

MARCHANT, JAMES RICHARD and FREDERICK ROBERT WARRY, Freshford, Somerset, Wheelwrights Bath Pet Nov 17 Ord Nov 17

NASSIF, GEORGE, Maida vale High Court Pet Aug 4 Ord Nov 17

POXON, JAMES, Thulston, Derby, Farmer Derby Pet Nov 17 Ord Nov 17

REED, CLARA, Brighton, Confectioner Brighton Pet Nov 15 Ord Nov 17

SCHOLZ, WILLIAM HERMANN, The Grove, Hammersmith, Dramatic Author High Court Pet Sept 28 Ord Nov 15

SCHROEDER, FELIX GOTTLIB LUDWIG, York York Pet Nov 16 Ord Nov 16

SIMPSON, CHARLES HENRY, Woolwich, Licensed Victualler Greenwich Pet Sept 20 Ord Nov 16

SOCHON, WILLIAM THOMAS, Droitwich, Worcester, 'Hydro Proprietor Worcester Pet Nov 16 Ord Nov 16

THOMAS, JOHN EDWARD, Ebbw Vale, Mon, Boot Repairer Tredegar Pet Nov 17 Ord Nov 17

TOBIN, THOMAS, Margate, Carriage Proprietor Canterbury Pet Nov 16 Ord Nov 16

VICKERS, JAMES, Hyde, Chester, Grocer Ashton under Lyne Pet Oct 26 Ord Nov 11

VILLIERS, THOMAS LLOYD, Milk st, Silk Merchant High Court Pet Oct 15 Ord Nov 16
VOYCE, JAMES HENRY, Nottingham, Mercantile Agent Nottingham Pet Nov 15 Ord Nov 15
WALTER, ALFRED, Gosport, Hants, Baker Portsmouth Pet Nov 13 Ord Nov 13
WARREN, JOSEPH CHARLES, Walterton rd, Paddington Butcher High Court Pet Nov 15 Ord Nov 15
WILBERT, NIKOLANS, Manor Park, Essex, Baker High Court Pet Oct 20 Ord Nov 15
WILLOUGHBY, ARTHUR, Tavistock Plymouth Pet Nov 13 Ord Nov 15
WILLS, LOUIS ERNEST, Newport I of W, Motor Engineer Newport and Ryde Pet Nov 13 Ord Nov 13

London Gazette.—TUESDAY, Nov. 23.

RECEIVING ORDERS.

ANGELL, ARTHUR FRANK, Bath, Boot Maker Bath Pet Nov 18 Ord Nov 18
BAILEY, RICHARD HENRY, Blackpool Preston Pet Nov 4 Ord Nov 19
BEALES, HENRY JAMES, Worlington, nr Mildenhall, Suffolk, Poultry Farmer Bury St Edmunds Pet Nov 19 Ord Nov 19
BENNETT, SAMUEL, Penrhiwceiber, Glam, Hairdresser Aberdare Pet Nov 20 Ord Nov 20
BROOKS, JOHN, Spennymoor, Co Durham, Fruiterer Durham Pet Nov 19 Ord Nov 19
CAMPBELL, FREDERICK, Snaresbrook, Coal Merchant Chelmsford Pet Nov 20 Ord Nov 20
CARTER, LAWRENCE LAUDER, Cleeve Hill, nr Cheltenham, Horse Trainer Cheltenham Pet Nov 19 Ord Nov 19
CATLIN, WALTER, Boreham Wood, Elstree, Herts, Boot Dealer Barnet Pet Oct 5 Ord Nov 18
CHAMBERS, FRANK, Kendal, Westmorland, Picture Framer Kendal Pet Nov 18 Ord Nov 18
CLOUSTON, JOSEPH CAMERON, Edmondbyres, Shotleybridge, Durham, Farmer Newcastle on Tyne Pet Nov 18 Ord Nov 18
COOPER, THEOPHILUS, Beauchamp pl, Brompton rd, Tailor High Court Pet Nov 20 Ord Nov 20
CORDINGLEY, STANCLIFFE, Patricroft, Lancs, Plumber Salford Pet Nov 4 Ord Nov 19
DORAN, JOSEPH, Ashton in Makerfield, Lancs, Coal Miner Wigan Pet Nov 18 Ord Nov 18
FURBANK, JOHN HERBERT, Uttoxeter, Staffs, Draper Burton on Trent Pet Nov 18 Ord Nov 18
GOLD, CLIFFORD A, London wall, Tailor High Court Pet Oct 25 Ord Nov 19
HESLEWOOD, WILFRED THOMAS, Bradford, Confectioner Bradford Pet Nov 19 Ord Nov 19
HORSNAILL, WALTER HENRY, Horsham, Fruiterer Brighton Pet Nov 18 Ord Nov 18
JOHNSTON, EDWARD, West Hampstead Barnet Pet Oct 6 Ord Nov 18
JONES, LLOYD, Warrington, Checker Warrington Pet Nov 19 Ord Nov 19
LEIGH, CECIL WALKER, Piccadilly High Court Pet June 7 Ord Nov 17
LETCHER, CHARLES, Perranporth, Cornwall, Blacksmith Truro Pet Nov 20 Ord Nov 20
LORD, ALBERT, Southport, Motor Haulage Contractor Blackburn Pet Nov 18 Ord Nov 18
MACKERETH, THOMAS, Chorley, Lancs, Overlooker Bolton Pet Nov 19 Ord Nov 19
MASON, JOSEPH, De Beauvoir rd, Kingsland rd High Court Pet Oct 22 Ord Nov 17
MELLING, JOSEPH, Wigan, Tailor Wigan Pet Nov 18 Ord Nov 18
SIMPSON, JAMES WILLIAM, Cockerton, Darlington, Gardener Stockton on Tees Pet Nov 18 Ord Nov 18
SMITH, ANN, Adlington, Lancs, Newsagent Bolton Pet Nov 19 Ord Nov 19
SURGUY, JAMES ELY WHITEHOUSE, Newark, Notts, Saddle Maker Nottingham Pet Nov 19 Ord Nov 19
TAYLOR, WILLIAM WRIGHT, Covent Garden Market, Commission Agent High Court Pet Nov 3 Ord Nov 18
WASSELL, FRANK WILLIAM, Lye, Worcester, Wheelwright Stourbridge Pet Nov 17 Ord Nov 17

FIRST MEETINGS.

ASHWORTH, JOHN, Rochdale, Farmer Dec 3 at 2 Townhall, Rochdale
BAGG, ROBERT, Bridgwater, Pastry Cook Dec 1 at 11.45 Off Rec, 26, Baldwin st, Bristol
BAYNES, DONALD, South Audley st, Medical Practitioner Dec 3 at 11 Bankruptcy bldgs, Carey st
BURCH, THOMAS WILLIAM, Prestwich, Lancs, Chemist Dec 1 at 3 Off Rec, Byrom st, Manchester
CAMPBELL, FREDERICK, Snaresbrook, Essex, Coal Merchant Dec 2 at 3 14, Bedford row
CLOUSTON, JOSEPH CAMERON, Edmundbyres, Shotleybridge, Durham, Farmer Dec 1 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
DANIELL, WARWICK B, Beckenham Dec 1 at 12 132, York rd, Westminster Bridge
DION, FREDERICK, Boston, Lincs, Butcher Dec 2 at 12 Off Rec, 4 and 6, West st, Boston
DORAN, JOSEPH, Ashton in Makerfield, Lancs, Coal Miner Dec 3 at 3.30 19, Exchange st, Bolton
EDDON, WILLIAM, Ashford, Kent, Tobacconist Dec 1 at 10.15 Off Rec, 68A, Castle st, Canterbury
EVANS, JOHN RICHARD, Ysieiflog, Farmer Dec 3 at 12 Crypt chmbrs, Eastgate row, Chester
FISCHER, FREDERICK HERMAN, Swansea, Grocer Dec 1 at 11 Off Rec, Government bldgs, St Mary's st, Swansea
FISHER, JOHN, Bilston, Staffs, Baker Dec 3 at 11.30 Off Rec, Wolverhampton
GOLD, CLIFFORD A, London wall, Tailor Dec 2 at 1 Bankruptcy bldgs, Carey st
HARRIS, SIDNEY LEWIS, Weston super Mare, Milliner Dec 1 at 11.30 Off Rec, 26, Baldwin st, Bristol
HESLEWOOD, WILFRED THOMAS, Bradford, Confectioner Dec 1 at 3 Off Rec, 12, Duke st, Bradford
HOWSAM, JACOB, Peterborough, Baker Dec 3 at 11.45 Law Courts, Peterborough
HUGGONSON, WILLIAM, Cowanbridge, nr Kirkby Lonsdale, Lancs, Joiner Dec 1 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness
JONES, JOHN ERNEST, Clifton, Bristol, Tailor Dec 1 at 12 Off Rec, 26, Baldwin st, Bristol
KISSICK, DAVID, & Co, Great Tower st, Merchants Dec 2 11 Bankruptcy bldgs, Carey st
KOTTUSCH, E WALDER, Park rd, Regent's Park, Civil Engineer Dec 1 at 1 Bankruptcy bldgs, Carey st
LANGTON, WALTER, Hayes, Builder Dec 2 at 12 14, Bedford row
LAWRENCE, EDWARD, Wolverhampton Dec 1 at 12 Off Rec, Wolverhampton
LEIGH, CECIL WALTER, Piccadilly Dec 1 at 11 Bankruptcy bldgs, Carey st
LEVY, JOSEPH, Strangeways, Manchester, Wine Merchant Dec 2 at 3 Off Rec, Byrom st, Manchester
MACKERETH, THOMAS, Chorley, Lancs, Overlooker Dec 3 at 3 19, Exchange st, Bolton
MCLAREN, JOHN, and DAVID MCLAREN, Kendal, Westmorland, Bakers Dec 1 at 11.45 Off Rec, 16, Cornwallis st, Barrow in Furness
MASON, JOSEPH, De Beauvoir rd, Kingsland rd Dec 2 at 12 Bankruptcy bldgs, Carey st
MELLING, JOSEPH, Wigan, Tailor Dec 2 at 3 19, Exchange st, Bolton
MYERS, JOSEPH, Hanbury st, Spitalfields, Provision Merchant Dec 1 at 12 Bankruptcy bldgs, Carey st
PARTRIDGE, LILIAN, Nottingham, Milliner Dec 1 at 11 Off Rec, 47, Full st, Derby
RILEY, NICHOLAS, Small Heath, Birmingham, Coal Dealer Dec 1 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
SMITH, ANN, Adlington, Lancs, Newsagent Dec 8 at 3 19, Exchange st, Bolton
SOCHON, WILLIAM THOMAS, Droitwich, Worcester, Masseur Dec 3 at 12 Off Rec, 11, Copenhagen st, Worcester
STACEY, SMITH WILLIAM, Ramsey, Hunts, Potato Merchant Dec 3 at 2.30 Lion Hotel, Ramsey
STANSFIELD, JOHN LORD, Waterfoot, Lancs, Chemical Manufacturer Dec 1 at 2.30 Off Rec, Byrom st, Manchester
STERLING, ALFRED DANIEL, Ferryhill, Durham, Hairdresser Dec 7 at 1 Three Tuns Hotel, Durham
TAYLOR, WILLIAM WRIGHT, Covent Garden Market, Commission Agent Dec 1 at 11 Bankruptcy bldgs, Carey st
TONNSEND, FREDERICK, Gunnislake, Cornwall, Baker Dec 1 at 3.15 Newmarket Hotel, Tavistock
VEALE, FREDERICK, Plymouth Grocer Dec 3 at 3.30 7, Buckland ter, Plymouth
WALLIS, HARRY WILLIAM, Cambridge, Auctioneer Dec 1 at 12 Off Rec, 5, Petty Cury, Cambridge
WALTER, ALFRED, Gosport, Hants, Baker Dec 1 at 3 Off Rec, Cambridge junc, High st, Portsmouth
WATTS, ALBAN THOMAS, Pontypool, Mon, Hay Merchant Dec 1 at 11 Off Rec, 144, Commercial st, Newport, Mon
WILLOUGHBY, ARTHUR, Tavistock Dec 6 at 11 7, Buckland ter, Plymouth
WILLS, LOUIS ERNEST, Newport, I of W, Motor Engineer Dec 4 at 3.15 Off Rec, 33A, Holyrood st, Newport, I of W

ADJUDICATIONS.

ANGELL, ARTHUR FRANK, Bath, Boot Maker Bath Pet Nov 18 Ord Nov 18
BEALES, HENRY JAMES, Worlington, nr Mildenhall, Suffolk, Poultry Farmer Bury St Edmunds Pet Nov 19 Ord Nov 19
BENNETT, SAMUEL, Penrhiwceibr, Glam, Hairdresser Aberdare Pet Nov 20 Ord Nov 20
BRADLEY, FRANCIS ERNEST, Stretford, nr Manchester, Barrister at Law Manchester Pet Oct 21 Ord Nov 17
BROOKS, JOHN, Spennymoor, Durham, Fruiterer Durham Pet Nov 19 Ord Nov 19
CAMPBELL, FREDERICK, Snaresbrook, Coal Merchant Chelmsford Pet Nov 20 Ord Nov 20
CARTER, LAWRENCE LAUDER, Cleeve Hill, nr Cheltenham, Horse Trainer Cheltenham Pet Nov 19 Ord Nov 19
CHAMBERS, FRANK, Kendal, Picture Framer Kendal Pet Nov 18 Ord Nov 18
CHARLES, ALFRED, Brighton, Tailor Brighton Pet Nov 16 Ord Nov 19
CLOUSTON, JOSEPH CAMERON, Edmondbyres, Shotley Bridge, Durham, Farmer Newcastle on Tyne Pet Nov 18 Ord Nov 18
COOPER, THEOPHILUS, Beauchamp pl, Brompton rd, Tailor High Court Pet Nov 20 Ord Nov 20
DORAN, JOSEPH, Ashton in Makerfield, Coal Miner Wigan Pet Nov 18 Ord Nov 18
FURBANK, JOHN HERBERT, Uttoxeter, Staffs, Draper Buston on Trent Pet Nov 18 Ord Nov 18
GARDNER, FRANCIS, Manchester, Woollen Goods Merchant Manchester Pet Nov 13 Ord Nov 18
HESLEWOOD, WILFRED THOMAS, Bradford, Confectioner Bradford Pet Nov 19 Ord Nov 19
HEYTOR, ERNEST, Lawrence In High Court Pet Oct 1 Ord Nov 20
HORSNAILL, WALTER HENRY, Horsham, Fruiterer Brighton Pet Nov 18 Ord Nov 18
HOWE, GEORGE, Heeley, Sheffield, Fish Dealer Sheffield Pet Nov 5 Ord Nov 19
JONES, LLOYD, Warrington, Checker Warrington Pet Nov 19 Ord Nov 19
LETCHER, CHARLES, Bolingey, Perranporth, Cornwall, Blacksmith Truro Pet Nov 20 Ord Nov 20
LEVY, JOSEPH, Strangways, Manchester, Wine Merchant Manchester Pet Nov 5 Ord Nov 18
LORD, ALBERT, Southport, Motor Haulage Contractor Blackburn Pet Nov 18 Ord Nov 18
MACKERETH, THOMAS, Chorley, Preston, Overlooker Bolton Pet Nov 19 Ord Nov 19
MELLING, JOSEPH, Wigan, Tailor Wigan Pet Nov 18 Ord Nov 18
ROCK, JAMES, Acocks Green, Worcester, Grocer Birmingham Pet Oct 29 Ord Nov 19
SIMPSON, JAMES WILLIAM, Cockerton, Darlington, Gardener Stockton on Tees Pet Nov 18 Ord Nov 18
SMITH, ANN, Adlington, Lancs, Newsagent Bolton Pet Nov 19 Ord Nov 19
SMITH, ROWDEN BRUCE, St John's Wood rd, Maida Vale High Court Pet Oct 9 Ord Nov 19
STANSFIELD, JOHN LORD, Waterfoot, Lancs, Chemical Manufacturer Salford Pet Oct 25 Ord Nov 19
SURGUY, JAMES ELY WHITEHOUSE, Newark, Notts, Saddle Maker Nottingham Pet Nov 19 Ord Nov 19
TAYLOR, WILLIAM WRIGHT, Covent Garden Market, Commission Agent High Court Pet Nov 3 Ord Nov 19
VIGOR, ARTHUR FREDERICK, Grosvenor rd, Contractor High Court Pet Oct 11 Ord Nov 19
WASSELL, FRANK WILLIAM, Lye, Worcester, Wheelwright Stourbridge Pet Nov 17 Ord Nov 17

THEATRES.

PRINCE OF WALES'.

EVERY EVENING, at 8, Frank Curzon's New Musical Production, DEAR LITTLE DENMARK. By Paul A. Rubens. MATINEE EVERY WEDNESDAY, at 2.

COMEDY.

Sole Lessee and Manager, Arthur Chudleigh.

EVERY EVENING, at 8.30, Charles Frohman presents SMITH: a Comedy in Four Acts. By W. Somerset Maugham. MATINEE EVERY WEDNESDAY and SATURDAY, at 2.30.

STRAND.

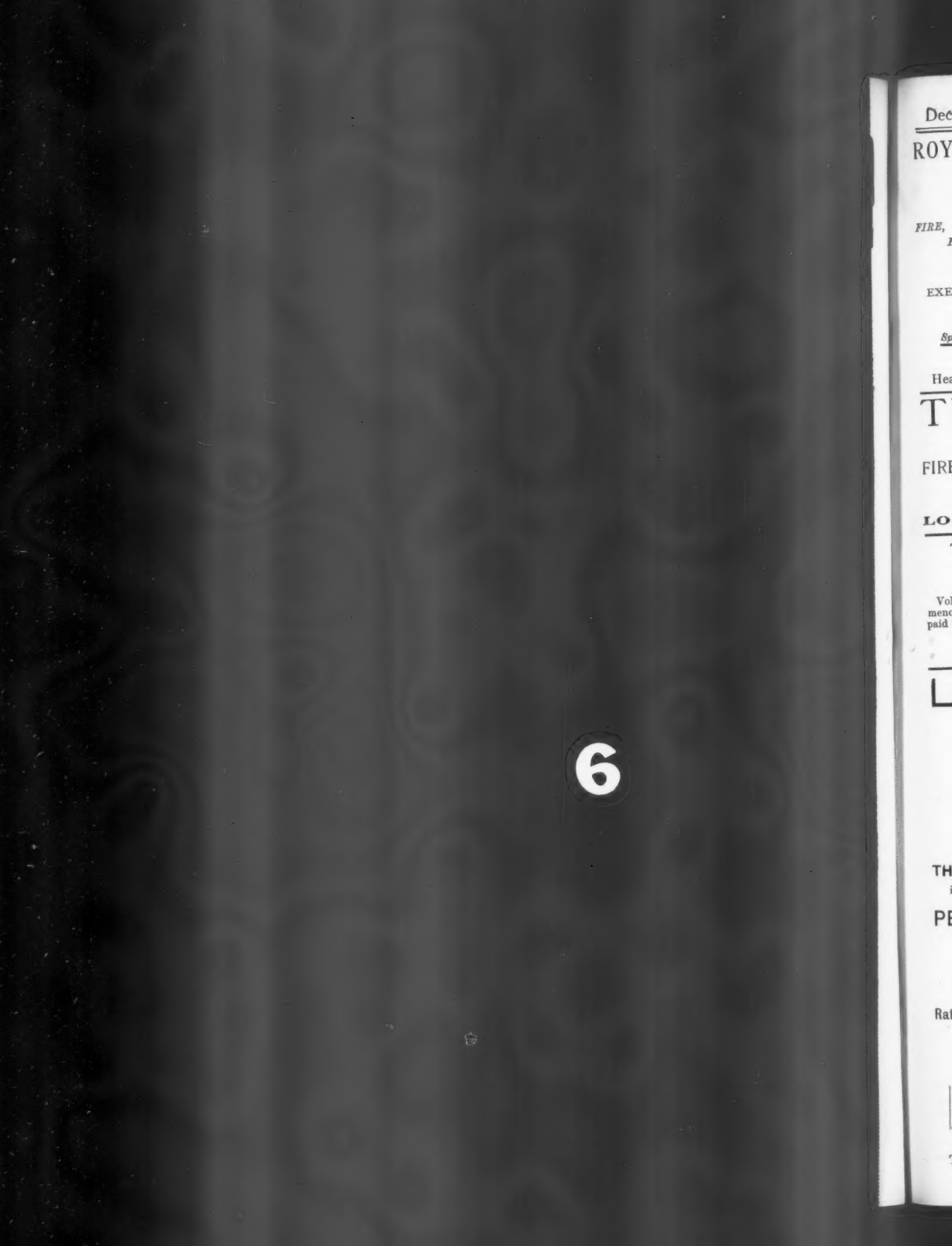
EVERY EVENING, at 8.15, THE MERRY PEASANT. Messrs. Courtice Pounds, Stuart Alexander, George Giddens, Leslie Stiles, Forbes Dawson, Harry Taylor, Wyndham Guise, Arthur Williams; Misses Sybil Arundale, Lilian Hewitson, Pearl Ladd, Lily Mills, Mary Glynn, Florence St. John.

QUEEN'S THEATRE, Shaftesbury-avenue, W.

THIS EVENING, at 8.45, THE LYONS MAIL: Mr. H. B. Irving; Messrs. Harcourt Williams, C. Dodsworth, T. Reynolds, F. Cochrane, and F. Tyars; Misses Embury, Holland, and Dorothea Baird. At 8.15, A MAID OF HONOUR: Miss Dorothea Baird

DALY'S THEATRE, Leicester-square.

EVERY EVENING at 8, Mr. George Edwardes' New Production, THE DOLLAR PRINCESS: a Musical Play in 3 Acts. MATINEE EVERY SATURDAY, at 2. Box Office (Mr. H. W. Anderson), 10 to 10. Tels., 301, 302 Ger.


6